

CTCNet
Exhibit 3-C

Dallas / Fort Worth, TX

CTCNet Reply to Opposition

Exhibit 3-C

Nextel Sprint Lease Summary Detail: Case Studies

<u>NEXTEL MAJOR MARKET AREAS</u>	<u>Channels</u>	<u>Call Sign</u>	<u>Licensee Name</u>	<u>Nextel Licensed?</u>	<u>Nextel Leased?</u>	<u>Lease Expiration</u>	<u>Exclusive Negs.?</u>	<u>ROFR?</u>	<u>ROFR Length</u>
Dallas, TX	C1,C2,C3,C4	WNC836	Alliance for Higher Education	No	Yes	4/30/2008	Yes	yes	1 Yr.
Dallas, TX	D1,D2,D3	WND242	Dallas-Fort Worth Hospital Council	No	Yes	9/19/2007	Uncertain	Uncertain	Uncertain
Dallas, TX	D4	WLX843	Dallas-Fort Worth Hospital Council	No	Yes	9/19/2007	No	Yes	5 Yrs.
Dallas, TX	E1,E2,E3,E4	WMY464	Nextel Spectrum Acquisition Corp.	Yes	No				
Dallas, TX	F1,F2,F3,F4	KWU30	Nextel Spectrum Acquisition Corp.	Yes	No				
Dallas, TX	G1,G2,G3	WHR830	Dallas County Community College Dist.	No	Yes	12/3/2016 (World Com Doc - 12/3/2006)	Yes	Yes	3 Yrs.
Dallas, TX	G4	WHR831	Community Ed'L Services/Dallas, Inc.	No	Yes	2/27/2007	Yes	yes	3 Yrs.
Dallas, TX	H1	WHJ958	Nextel Spectrum Acquisition Corp.	Yes	No				
Dallas, TX	H2	WHJ873	Nextel Spectrum Acquisition Corp.	Yes	No				
Dallas, TX	H3	WNTD967	Nextel Spectrum Acquisition Corp.	Yes	No				

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Fort Worth, TX	MDS1	WJM75	Nextel Spectrum Acquisition Corp.	Yes	No				
Fort Worth, TX	MDS2	WFY900	Nextel Spectrum Acquisition Corp.	Yes	No				
Fort Worth, TX	A1,A2,A3,A4	WHR506	Tarrant County College	No	Yes	12/18/2006	Yes	yes	3 Yrs.
Fort Worth, TX	B1,B2,B3,B4	WLX649	Dallas-Fort Worth Hospital Council	No	Yes	9/19/2007	Uncertain	Uncertain	Uncertain
Fort Worth, TX	C1,C2,C3,C4	WHR883	Network For Instructional TV, Inc.	No	Yes	7/2/2007	No	yes	1 Yr.
Fort Worth, TX	D1,D2,D3,D4	WHR881	Richardson Independent School Dist.	No	Yes	8/4/2007	Yes	yes	3 Yrs.
Fort Worth, TX	E1,E2,E3,E4	KWU29	Nextel Spectrum Acquisition Corp.	Yes	No				
Fort Worth, TX	F1,F2,F3,F4	WHT789	Nextel Spectrum Acquisition Corp.	Yes	No				
Fort Worth, TX	G1,G2,G3,G4	WNC823	Alliance for Higher Education	No	Yes	4/30/2008	Yes	yes	1 Yr.
Fort Worth, TX	H1	OPEN TO BTA??							
Fort Worth, TX	H2	KNSC847	Nextel Spectrum Acquisition Corp.	Yes	No				
Fort Worth, TX	H3	KNSC846	Nextel Spectrum Acquisition Corp.	Yes	No				

Dallas, TX

MDS 1

-

WQQQ65

Licensed to Nextel

Dallas, TX
MDS 2

-

WHT564

Licensed to Nextel

Dallas, TX

A1, A2

-

WNC582

EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the 3rd day of December, 1996, by the Dallas County Community College District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business at 4343 N. Hwy. 67, Mesquite, Texas 75150-2095, and CS Wireless Systems, Inc., Delaware corporation (hereinafter "CS") having its principal place of business at 200 Park Place Suite 202, Plano, Texas 75075 (hereinafter collectively the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable" operations, as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-830, channels G1 (2644-2650 MHz), G2 (2656-2662 MHz), and G3 (2668-2674 MHz) (the "WHR-830 Facility") in the Dallas, TX metropolitan area ("Metropolitan Area"), and the construction permittee of WNC-582, channels A1 (2500-2506 MHz), and A2 (2512-2518 MHz) (the "WNC-582 Facility") in the Metropolitan Area as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License(s)");

WHEREAS, Institution, as Licensee, uses and intends to use the ITFS Channels authorized under the Licenses to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the Licenses and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing video programming entertainment via Wireless Cable ("Wireless Cable service"), intends to provide Wireless Cable service and other service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently co-located channels through which CS intends to provide Wireless Cable service and other service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable service and other service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term:

(a) The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, the occurrence of such execution and delivery hereinafter referred to as "execution", and shall continue for a period of five (5) years ("Initial Term"), subject to the provisions for termination contained in Paragraph 13, provided however, that this Agreement is contingent upon the renewal of Licensee's Licenses for any period of time during which such five (5)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) At the end of the initial term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for three (3) additional five (5)-year terms, contingent upon the renewal of Licensee's Licenses for any period of time during which any such additional five (5)-year term extends beyond the term of a License

currently remaining at the commencement of such additional five (5)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial five (5)-year term or any such additional five (5)-year term, that it elects not to renew this Agreement under this paragraph.

(c) In the event this Agreement is not renewed pursuant to Paragraph 1(b), either Party may, five (5) months prior to the end of the initial five (5)-year term or any such additional five (5)-year term, notify the other in writing that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement for a period of five (5) years. If, four (4) months before the end of the initial five (5)-year term or any such additional five (5)-year term the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity to prudently avail itself of alternative distribution facilities upon the expiration of this Agreement. However, if CS was not in Material Default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

2. Lease of Excess Capacity.

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Paragraphs 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable service or commercial services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with one hundred eighty (180) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least four (4) months in advance of any proposed changes in its air time usage requirements. Institution hereby covenants and agrees

that during the first two years it will use at least twenty (20) hours per week on each of the ITFS Channels comprising the WHR-830 Facility and at least twelve (12) hours per week on each of the ITFS Channels comprising the WNC-582 Facility, but, except as provided in paragraph 2(e) and except as provided in this Paragraph 2(b), it will not use more than forty (40) hours per week on each of the ITFS Channels. The remaining time shall be available to CS for CS Time. To the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis. Institution Time on Channels G1, G2, and G3 shall include the time period from 6:00 a.m. through 11:00 p.m. Monday through Friday and Institution Time on Channel A1 shall include the time periods from 6:00 a.m. through 10:00 a.m. and 4:00 p.m. through 12:00 a.m. Monday through Friday regardless that such Institution Time exceeds forty (40) hours per week on such ITFS Channels.

(c) Recapture Time. Institution further has the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty-eight (28) hours per week on each ITFS Channel comprising the WNC-582 Facility and an additional twenty (20) hours per week on each ITFS Channel comprising the WHR-830 Facility, or a total of forty (40) hours per week on each of the ITFS Channels with no economic or operational detriment to Institution ("Recapture Time"). The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Paragraph 2(b). Any portion of Recapture Time that is not recaptured by Institution pursuant to such six (6) month advance written notice remains subject to recapture by subsequent six (6) month advance written notice(s) from Institution to CS.

(d) If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Institution Use of Excess Capacity. In the event Institution desires to utilize ITFS Programming more than forty (40) hours per week with respect to Channel A2 or more than the Institution Time specified in Paragraph 2(b), above with respect to Channels G1, G2, G3 and A1, Institution shall provide CS with six (6) months advance written notice of its request for specific additional air time hours. CS shall be under no obligation to provide Institution with such additional air time hours. If CS chooses to make such additional air time hours per week per channel available to Institution, then CS, at its option, may fulfill Institution's request through signal compression technologies.

(f) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming and other material over the ITFS Channels, including in accordance with Paragraph 4 and provided that the changes to Institution's WHR-830 Facility and Institution's WNC-582 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Paragraph 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in paragraph 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with paragraphs 2 (f), 2(h), 3 and 4(e). As provided in Paragraph 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under paragraph 4(e).

If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those for which CS is required, at its expense, to provide Standard Installation under paragraph 4(e), CS shall construct or and convert such additional receive sites to provide Standard Installation, defined in Paragraph 4(e), below, for digital operation whereupon Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed Five Hundred Fifty Dollars (\$550.00) for each such additional receive site. CS shall obtain reimbursement from Institution from such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in paragraph 7 or the royalty specified in this paragraph 2(f), which ever is in effect at the time. At Institution's option, including as provided in Paragraph 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost including equipment to be provided by CS at Institution's request, to be reimbursed to CS

from Institution's Subscriber Royalty Fee specified in paragraph 7 or the royalty specified in this Paragraph 2(f).

Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's Licenses. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall promptly make such recaptured spectrum available to Institution. Any reference to Institution Time hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time shall include CS's seventy-five percent (75%) of spectrum hereunder.

Upon the conversion of the mode of transmitting from analog to digital, the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee specified in Paragraph 7 of this Agreement shall be modified as follows, CS to pay Institution the modified fee which is greater: the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee shall be replaced by a royalty of Five-tenths of One Percent (.5%) of User's Recurring Gross Monthly Subscription Revenues and the Minimum Guaranteed Royalty shall be One Thousand Five

Hundred Dollars (\$1,500.00) per month during the first year of the Term of this Agreement, Two Thousand Five Hundred Dollars (\$2,500.00) per month during the second year, Four Thousand Dollars (\$4,000.00) per month during the third year, and Five Thousand Dollars (\$5,000.00) per month during the fourth and subsequent years. By "User" is meant CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. By "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such other person derived from the operation of any such ITFS, MDS or MMDS ('MMDS'), such as, from bundled 'MMDS' and non-'MMDS' services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(g) In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's Licenses, by FCC rules and regulations, and by this Agreement or and to efficiently operate the Wireless Cable System in the Metropolitan Area or and in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations are necessary. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules. Institution shall be the licensee of any signal booster station retransmitting the ITFS Channels to Institution's receive sites identified from time-to-time in Paragraph 4(e) (Schedule A). Any such signal booster station licensed to Institution shall be Leased Equipment as specified in and pursuant to Paragraphs 4(b) and 11 and shall be subject to the purchase option in Paragraphs 4(c) and (d).

(h) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in paragraph 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WNC-582 Facility or its WHR-830 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance

with subparagraph 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unbridgeable right to recapture, as defined in subparagraph 2(c) above, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to five channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to five channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in paragraph 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with paragraphs 2(e) and 3. Notwithstanding the foregoing, during the first two years of operation of the WNC-582 Facility, Institution's right to recapture shall include a minimum of twenty-eight (28) hours per channel per week with respect to the ITFS Channel's compromising the WCN-582 Facility. Institution shall have the right under this Paragraph 2(h) to recapture such time as is consistent with its schedule of airtime usage requirements specified in Paragraph 2(b). Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorneys' fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

(i) CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. In addition, CS shall pay Institution's reasonable legal fees and reasonable related expenses incurred in connection with Institution's consideration and negotiation of this Agreement not to exceed \$7,500.00.

3. Distribution of Institution's Programming. During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Paragraph 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to paragraph 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period subject to the following requirements: The promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content in CS's sole discretion, which approval shall not be unreasonably withheld, (iii) inserts will be of a size and material compatible with other CS inserts as determined by CS, (iv) Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

(c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Paragraph 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the

Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in paragraphs 2(f) and 2(h), hereunder "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable service availability in the Metropolitan Area. CS shall "install" (as defined in paragraph 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall not exceed a monthly rate of one-sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS assesses and collects such charges from its similarly situated subscribers to its Wireless Cable service, based on its standard schedules of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable service customers. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in paragraph 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt "installation" to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to "install" or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and to credit such cost against Institutions royalty fee and Subscriber Royalty Fee specified in Paragraphs 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or

incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL/TSL Facilities.

(a) Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that the Preston Towers, 6211 W. Northwest Highway, Dallas, Texas, at coordinates Latitude 32-59-22 North; Longitude 96-44-59 West (the "Preston Towers Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Preston Towers Site will provide the same or better quality signal to Institution's receive sites specified in paragraph 4(e), but in no event less than as reliable a signal as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Preston Towers Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in paragraph 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the Preston Tower Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in paragraph 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner, including the use of fiber if necessary, to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the Licenses as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site as provided in this paragraph 4(a).

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Paragraph 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Paragraph 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in paragraph 4(d), below. Institution's sublease or assumption rights of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-830 Facility and the WNC-582 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. In no case shall CS construct the WNC-582 facility later than June 1, 1998. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-830 Facility and the WNC-582 Facility at the Transmission Site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned.

At CS's sole expense, and upon execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with full right of sublease or assumption for such term, including any renewal term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-830 Facility and for the WNC-582 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f) and otherwise for Institution to meet its obligations as Licensee (the "'premises'"). CS's contract for lease of space at the Transmission Site shall designate Institution as a named, approved sublessee or shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for one dollar (\$1.00) per month while this agreement is in effect. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to and securing of the WHR-830 Facility and the WNC-582 Facility, including the transmitters, all other equipment, and ITFS

operational areas, including sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-830 Facility and the WNC-582 Facility, generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Paragraph 2(f) pursuant hereto.

(b) CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Paragraph 4(e) hereof. Except as provided in Paragraph 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." (A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Paragraphs 4(c) and (d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-830 Facility or and its WNC-582 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-830 Facility and of the WNC-582 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) In the event that this Agreement terminates due to a Material Breach by CS, as defined in Paragraph 13(b) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and STL/TSL associated with Institution's WHR-830 Facility and with its WNC-582 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years if this Agreement has been automatically renewed pursuant to Paragraph 1(b), otherwise over five (5) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of fifty (50) (twenty five [25] current installs and an additional twenty five [25]) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned with necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Paragraphs 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the once -'installed' fifty (50) receive sites desired by Institution shall be 'installed' by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed Three Hundred Dollars (\$300.00) for an analog mode Standard Installation as defined herein, and, as provided in Paragraph 2(f), not to exceed Five Hundred Fifty Dollars (\$550.00) for a digital mode Standard Installation as defined herein, for the 'installation,' unless the 'installation' is comparable to the standard installation CS would provide to its commercial Wireless Cable service subscribers, in which case the charge to Institution for such Standard Installation would be CS's customary charge to its commercial Wireless Cable service subscribers for such a standard installation, if lower. The cost of a Standard Installation to be charged to Institution hereunder shall be charged as a deduction from the applicable royalty fee or Subscriber Royalty Fee as may then be due in accordance with paragraphs 2(f) and 7(b). Institution shall retain title to the receive site equipment 'installed' at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and 'installation' of equipment. Including in accordance with Paragraph 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability using software provided by CS to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense. A Standard Installation shall include the 'installation' of the ITFS receiving antenna and all related equipment in a manner that meets

the FCC protection requirements of Institution's respective receive sites at an elevation (not to exceed thirty (30) feet above the base mounting location, with respect to new sites and existing sites at or below thirty (30) feet above the base mounting location, and not to exceed the current elevation with respect to existing sites above thirty (30) feet above the base mounting location,) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial or fiber cable) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system, and (iii) up to five (5) block down converters and up to five (5) channel selector decoders at the ten (10) 'College District' locations identified in Schedule A. "Standard Installation" shall also include 'installation' of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in paragraphs 2(f), 2(h) and 3. Institution shall have the option to 'install' its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified in this Paragraph and Paragraph 2(f) or at no cost if CS would be required to provide such 'installation' at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location. CS shall provide to Institution, without charge throughout the term of this Agreement, at up to three (3) residential locations to be identified by Institution from time-to-time, the first tier basic of transmissions provided over the Wireless Cable System, including Institution's ITFS Programming and transmissions, Institution to utilize the same for monitoring purposes.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall

not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the wireless cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-830 Facility and of the WNC-582 Facility, and CS shall operate the WHR-830 Facility and the WNC-582 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-830 Facility and the WNC-582 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Paragraph 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-830 Facility (including STL/TSL capability) and the WNC-582 Facility (including STL/TSL capability) (hereinafter the 'Facilities'); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the 'Facilities' under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the "Facilities" in accordance with the established procedures of the tower lessor; (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the "Facilities," including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's receive sites "installed" at the expense of CS as may from time-to-time be designated on Schedule A, including the "installation" of any replacement equipment required due to normal

wear and tear ("replacement equipment"). With respect to the additional receive sites installed by CS beyond those which CS is required to install at no expense to Institution, as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of replacement equipment at its actual cost or, if lower, the customary charge to its commercial Wireless Cable subscribers for such maintenance if comparable. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Paragraphs 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link/Transmitter-to-Studio Link ("STL/TSL") facilities to connect Institution's studio facilities to the Transmission Site. The STL/TSL will consist of analog microwave path(s), digital microwave radio path(s), fiber optic (ATM/Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time over Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f), the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. CS shall provide Institution with the STL/TSL on an exclusive, non shared-use basis. The STL/TSL and associated transmission, reception and interfacing equipment shall be fully installed, tested, certified, operational and activated upon Institution's commencement of ITFS operations from the Transmission Site and integrated into the Wireless Cable System. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or and digital, has been delivered to the Transmission Site, in addition to any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL/TSL, and CS shall apply to the FCC for approval of the STL/TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS at its sole expense shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL/TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its Licenses and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem

appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

a) CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution is in bad faith and in Material Breach of this Agreement and does not cure such Material Breach, in the amount of Seventy-Five Thousand Dollars (\$75,000.00) within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement.

(b) Upon the initiation of service to commercial wireless subscribers over the Wireless Cable System or within sixty (60) days after completion of construction of the relocation of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization, whichever occurs first, (hereinafter referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to any and all of User's Wireless Cable service or and any other services for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: ~~One Dollar (\$1.00)~~ Twenty-five cents (\$.25) times x/3650 with "x" being the total number of hours of CS Time available to User on the ITFS Channels during the previous calendar month and the denominator, currently 3650, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee of the following: in year one, One Thousand Dollars (\$1,000.00) per month; in year two, One Thousand Five Hundred Dollars (\$1,500.00) per month; in year three , Two Thousand Five Hundred Dollars (\$2,500.00) per month; in year four and thereafter, Four Thousand Dollars (\$4,000.00) per month.

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The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) For purposes of calculating the compensation due Institution pursuant to Paragraphs 2(f) and 7(b), the average number of subscribers to any and all of User's Wireless Cable service or and any other service(s) (hereinafter "Subscribers") for any month shall equal the number of Subscribers as of the last day of the immediately prior month plus the number of Subscribers as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only Subscribers that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Subscribers make their payments for past months. For purposes of the preceding sentence, Subscribers whose bills are outstanding forty five (45) days or less shall be considered "current." In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers shall be determined by dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Subscriber for the equivalent service.

(d) CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the Per Channel Minimum Guaranteed Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and Per Channel Minimum Guaranteed Royalty Fee that CS will pay to any other ITFS licensee in the Dallas and Fort

Worth Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Institution's authorization to transmit on the ITFS Channels (A1, A2, G1, G2 and G3) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS. CS represents and warrants as follows:

(a) CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

(d) CS represents and warrants that the information contained in CS's "Quotation Response to Dallas County Community College District RFP No: 9444" dated April 18, 1996, was true and correct at that time.

10. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease. Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of One Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming. Under FCC Rules and Regulations, the Institution has

final control over the programming broadcast by CS on the Institution's ITFS Channels. CS intends to use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-830 Facility or from Institution's WNC-582 Facility is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System, subject to Paragraph 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Paragraph 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination By Reason of Material Breach. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to (i) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC licenses for the ITFS channels, provided that such failure was not occasioned by or contributed to by CS, (ii) failure of CS to make any payment required under Paragraphs 2 or 7 hereof, (iii) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-830 Facility and the WNC-582 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with either of the Licenses; and (iv) failure of CS to perform its obligations to (a) construct, operate or maintain the Leased Equipment, including booster transmitters and STL/TSL facilities as specified in and as required by Paragraph 4(b) to install and maintain Institution's receive sites as specified

in and as required by Paragraph 4 (c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Paragraph 3, and (d) to use the ITFS Channels as specified in and as required by Paragraph 12. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License; from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to either or both of Institution's Licenses in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify either of Institution's Licenses to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Institution If CS Becomes Insolvent. This Agreement may be terminated by Institution effective immediately upon written notice in the event that CS makes an assignment to the benefit of creditors, becomes insolvent or admits in writing its inability to pay debts as they become due, or a trustee or receiver is appointed by a court to receive any substantial part of CS's assets, or a proceeding is instituted under a provision of the Federal Bankruptcy Act by CS or Institution or a third party, including for voluntary reorganization with CS in possession, and is acquiesced in or is not dismissed within sixty (60) days or results in an adjudication in bankruptcy or the submission of a plan of reorganization.

(4) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(5) Termination For Failure of Final Order. This Agreement shall terminate with respect to either or both of Institution's Licenses, at the option of Institution,

should the FCC fail to issue a Final Order granting Institution authority to operate under either or both of its Licenses from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate either or both the WHR-830 Facility or the WNC-582 Facility from the Transmission Site, then Institution may terminate this Agreement as to either or both Licenses upon thirty (30)-days written notice.

(6) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Paragraph 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant Paragraph 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Paragraph 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Paragraphs 2(f) and 7(b) to be accounted for as specified in Paragraph 13(a), and for the compensation due, if not then paid, under Paragraph 7(a); (iii) provided that such termination is not pursuant to Paragraph 13(b) for Institution's Material Breach, Institution shall retain the option to purchase the Leased Equipment as provided for Paragraph 4(b) and (d); and (iv) in all events, Institution shall retain its sublease or assumption rights as to the premises as provided under Paragraph 4(a).

14. Transfer and Assignment.

(a) Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the non-assigning or non-transferring party shall waive its rights under this paragraph in writing. In addition, should CS assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee submit to Institution documentation demonstrating its financial capability and, as defined by the FCC's Rules, legal qualifications to assume the rights or obligations under this Agreement, prior to Institution's

consent to the assignment.

(b) CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is substantially comparable in all material respects with this Agreement (a "Comparable Agreement"). However, nothing in this Paragraph shall diminish the Institution's right to select the New Licensee.

(c) In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) In the event that Institution, using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Indemnification.

(a) CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities including injury to persons or death, or FCC licenses, provided that Institution: (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords CS the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and

(iii) has fully complied with all of its material obligations hereunder at the time thereof.

(b) Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS channels, provided that CS (i) gives Institution prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords Institution the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and (iii) has fully complied with all of its material obligations hereunder at the time thereof.

(c) Obligation to Defend. Each Party shall notify the other of any claim or litigation ("Claim") promptly upon receipt of same. Either Party (hereinafter referred to as the "Indemnitor" or the "Indemnatee" as appropriate) shall have the option to defend, at its own expense, any such Claim arising under this Paragraph 15. Upon notification by Indemnatee, Indemnitor shall resist and defend against such Claim, at the sole expense of Indemnitor, using counsel subject to the Indemnatee's prior approval. The Indemnatee shall have the right to participate in any action, suit or proceeding instituted against it with respect to a Claim and to designate attorneys to represent it which attorneys shall be independent of any Indemnatee-approved attorneys chosen by the Indemnitor relating to such Claim. The Indemnitor shall keep the Indemnatee fully advised with respect to any Claim brought against the Indemnatee and the progress of any suits, actions or proceedings in which any such Indemnatee is not participating. If the Indemnitor shall fail to promptly defend a Claim brought against the Indemnatee, the Indemnatee may undertake such defense at the Indemnitor's expense, and shall have the right to offset any expenses incurred against moneys owed, if any, by the Indemnatee to the Indemnitor. The Indemnitor shall pay all Claims, including satisfying all judgments that may be incurred by, or rendered against, the Indemnatee in connection therewith, including obtaining accord, satisfaction and full and complete release of the Indemnatee. The Indemnitor shall not settle nonmonetary aspects of any Claim without the prior written approval of the Indemnatee. The Indemnitor waives any rights or claims it may have against the Indemnatee arising or alleged to have arisen from any Claim or claim for Worker's or Workmen's Compensation which might be filed against the Indemnitor. The Indemnitor's indemnification obligations under this paragraph shall not be limited in any way including by any limitation on the amount or type of damages, compensation or benefits payable under any worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(d) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-830

Facility and its WHR-882 WNC-582 Facility, related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than One Million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than One Hundred Thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than One Million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this paragraph shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-830 Facility or Institution's WNC-582 Facility to the Transmission Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

17. Specific Performance. The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite

authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

18. Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

19. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Pamela K. Quinn
Assistant Chancellor/LeCroy Center for Educational Telecommunications
9596 Walnut St.
Dallas, TX 75243

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Executive VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

20. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies

governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

21. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Entire Agreement. This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

23. Dealings with Third Parties. Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

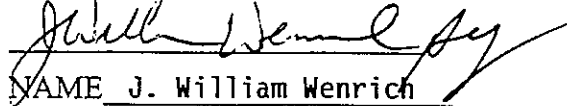
24. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

25. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of December, 1996.

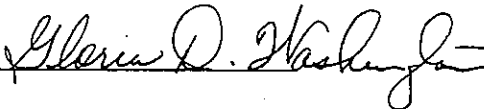
ATTEST:

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT



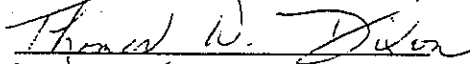
NAME J. William Wenrich

TITLE Chancellor

Witness: 

ATTEST:

CS WIRELESS SYSTEMS, INC.



NAME Thomas W. Dixon

TITLE Sr VP

Witness: 

Dallas, TX

A3, A4

-

WHR882

EXCESS ITFS CAPACITY LEASE AGREEMENT

RICHARDSON INDEPENDENT SCHOOL DISTRICT

and

CS WIRELESS SYSTEMS, INC.

WHR-882 (A3, A4)

WEF-69 (B1, B2, B3, B4)

DALLAS, TEXAS

August 4, 1997

Excess ITFS Capacity Lease Agreement

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EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the 4th day of August, 1997, by the Richardson Independent School District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business 400 South Greenville Avenue, Richardson, Texas 75081 and CS Wireless Systems, Inc., a Delaware corporation (hereinafter "CS") having its principal place of business at 200 Chisholm Place, Suite 202, Plano, Texas 75075 (hereinafter collectively referred to as the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable operations," as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 74.931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-882, channels A3 (2524-2530 MHz) and A4 (2536-2542 MHz), (the "WHR-882 Facility") and WEF-69, channels B1 (2506-2512 MHz), B2 (2518-2524 MHz), B3 (2530-2536 MHz) and B4 (2542-2548 MHz), (the "WEF-69 Facility") in the Dallas, Texas metropolitan area ("Metropolitan Area"), as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License(s)");

WHEREAS, Institution, as licensee uses and intends to use the ITFS Channels authorized under the Licenses to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the Licenses and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing wireless cable television and other services, including entertainment programs, via Wireless Cable ("Wireless Cable Service"), intends to provide Wireless Cable Service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently collocated channels through which CS intends to provide Wireless Cable Service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable Service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable Service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term:

(a) First Term Commencement. The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, and shall continue for a period of ten (10) years ("Initial Term"), subject to the provisions for termination contained in Paragraph 13, provided however, that this Agreement is contingent upon the renewal of Licensee's Licenses for any period of time during which such ten (10)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) Renewals. At the end of the Initial Term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for one (1) additional ten (10)-year term, contingent upon the renewal of Licensee's Licenses for any period of time during which such additional ten (10)-year term extends beyond the term of a License currently remaining at the commencement of such additional ten (10)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial ten (10)-year term, that it elects not to renew this Agreement under this paragraph.

(c) Renewals. In the event this Agreement is not renewed pursuant to Paragraph 1(b), either Party may, five (5) months prior to the end of the initial ten (10)-year term notify the other in writing that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement for a period of ten (10) years. If, four (4) months before the end of the initial ten (10)-year term the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity to prudently avail itself of alternative distribution facilities upon the expiration of this Agreement. However, if CS was not in Material Default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

2. Lease of Excess Capacity

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Paragraphs 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable Service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable Service or commercial services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with thirty (30) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least six (6) months in advance of any proposed changes in its air time usage schedule. Institution hereby covenants and agrees it will use at least twenty (20) hours per week per six (6) MHz channel. Institution shall have unrestricted right to additional hours as it deems necessary on any or all of the ITFS Channels to provide ITFS programming, it being understood that no substantial Excess Capacity is available on the ITFS Channels while operating in the analog mode. If Excess Capacity is available and to the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis.

(c) Recapture Time. Institution shall have the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty (20) hours per week for each

licensed channel, or a total of forty (40) hours per week per six (6) MHz channel, with no economic or operational detriment to Institution. The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Paragraph 2(b).

(d) Scheduling Flexibility. If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming over the ITFS Channels, including in accordance with Paragraph 4 and provided that the changes to Institution's WHR-882 Facility and Institution's WEF-69 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Paragraph 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in Paragraph 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2 (f), 2(h), 3 and 4(e). As provided in Paragraph 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under Paragraph 4(e).

If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those Charter Receive Sites which CS is required to provide Standard Installation under Paragraph 4(e), CS shall construct or convert such additional receive sites to provide Standard Installation, defined in Paragraph 4(e), below, for digital operation whereupon

Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed [REDACTED] for each such additional receive site. CS shall obtain reimbursement from Institution from such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in Paragraph 7 or the royalty specified in this Paragraph 2(f), whichever is in effect at the time. At Institution's option including as provided in Paragraph 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost including equipment to be provided by CS at Institution's request.

Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, and in no case will Institution have less than the full time use of six (6) video channels and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's Licenses. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum, and in no case will Institution have less than the full time use of six (6) video channels. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall make such recaptured spectrum available to Institution. Any reference to Institution Time in digital mode hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time in digital mode shall include CS's seventy-five percent (75%) of spectrum hereunder.

Upon the conversion of the mode of transmitting the ITFS Channels from analog to digital, the Subscriber Royalty Fee and the Minimum* Guaranteed Royalty Fee specified in Paragraph 7 of this Agreement shall be modified as follows, CS to pay Institution the appropriate modified fee for each ITFS Channel used by CS which is the greater of: a Subscriber Royalty Fee of [REDACTED] of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS twenty-four (24) hours per day, seven (7) days-per-week of the billing month ("Full Time"), or and [REDACTED] of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS less than Full Time during the billing month ("Part Time"), or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Full Time of [REDACTED] per month during the first year of the Initial Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years, or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Part Time shall be [REDACTED] per month during the first year, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years. By "User" is meant to be CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS channels used or operated by User in the Metropolitan Area. Nonmonetary chargebacks, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such person other than User derived from the operation of any such ITFS, MDS or MMDS channels, such as, from bundled MMDS and non-MMDS services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(f) Booster Stations. In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's Licenses, by FCC rules and regulations, and by this Agreement, or to efficiently operate the Wireless Cable System in the Metropolitan Area, or in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations is necessary. CS will pay all legal, engineering, and other costs for signal booster stations. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is

applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules.

(g) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in Paragraph 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WEF-69 Facility or its WHR-882 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance with subparagraph 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unbridgeable right to recapture, as defined in subparagraph 2(c) above, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to six (6) channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to six (6) channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in Paragraph 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2(e) and 3. Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorney's fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

(h) Payment of Expenses. CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned. In addition, CS shall pay Institution's reasonable consultant fees, legal fees and related expenses incurred in connection with Institution's consideration and negotiation of this Agreement, [REDACTED]

3. Distribution of Institution's Programming. During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Paragraph 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to Paragraph 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable Service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System, Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period subject to the following requirements: The promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content at CS's sole discretion, which approval shall not be unreasonably withheld, (iii) inserts will be of a size and material compatible with other CS inserts as determined by CS, (iv) Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming, (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Paragraph 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in Paragraphs 2(f) and 2(h), hereunder. "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable

Service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable Service availability in the Metropolitan Area. CS shall "install" (as defined in Paragraph 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable Service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall be equal to a monthly rate of one sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS assesses and collects such charges from its similarly situated subscribers to its Wireless Cable Service, based on its standard schedules of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable Service customers. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in Paragraph 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt installation to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to install or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and to credit such cost against Institution's royalty fee and Subscriber Royalty Fee specified in Paragraphs 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL/TSL Facilities.

(a) Transmission Site. Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that the Preston Towers, 6211

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W. Northwest Highway, Dallas, Texas, at coordinates Latitude 32-51-58 North; Longitude 96-48-00 West (the "Preston Towers Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Preston Towers Site will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e), but in no event less than a reliable signal, as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Preston Towers Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the Preston Tower Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in Paragraph 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the Licenses as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site as provided in this Paragraph 4(a).

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Paragraph 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Paragraph 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in Paragraph 4(d), below, Institution's sublease or assumption rights

of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-882 Facility and the WEF-69 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-882 Facility and the WEF-69 Facility at the transmission site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned.

At CS's sole expense, and upon execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with full right of sublease or assumption for such term, including any renewal term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-882 Facility and for the WEF-69 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f) and otherwise for Institution to meet its obligations as Licensee (the "premises"). CS's contract for lease of space at the Transmission Site shall designate Institution as a named, approved sublessee and shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for [REDACTED] per month while this agreement is in effect. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to the WHR-882 Facility, including the transmitters and all other equipment, and the WEF-69 Facility, including the transmitters and all other equipment, and sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-882 Facility and the WEF-69 Facility, generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Paragraph 2(f) pursuant hereto.

(b) Equipment. CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Paragraph 4(e) hereof. Except as provided in Paragraph 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." (A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as

security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Paragraphs 4(c) and (d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-882 Facility or and its WEF-69 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-882 Facility and of the WEF-69 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) Equipment Purchase Rights. In the event that this Agreement terminates due to a Material Breach by CS, as defined in Paragraph 13(b) or termination if CS becomes insolvent as defined in Paragraph 13(d)(3) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for [REDACTED], free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and a STL/TSL associated with Institution's WHR-882 Facility and with its WEF-69 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) Equipment Purchase. If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of [REDACTED] (comprising [REDACTED] existing installs ("Charter Receive Sites") and an additional [REDACTED] new installs) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned

with one addressable set-top and other necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Paragraphs 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the [REDACTED] Receive Sites as indicated on Schedule A shall be installed by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed [REDACTED] for an analog mode Standard Installation as defined herein, and, as provided in Paragraph 2(f), not to exceed [REDACTED] for a digital mode Standard Installation as defined herein, for the installation. Institution can purchase additional addressable set tops, at CS's cost not to exceed [REDACTED] for analog set tops and [REDACTED] for digital set tops, and installation material for CS's cost plus ten (10) percent. CS shall invoice Institution upon completion of the installation and payment in full will be due net thirty (30) days from the invoice date. Institution shall retain title to the receive site equipment installed at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and installation of equipment. Including in accordance with Paragraph 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability, using software provided by CS, to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense.

① A Standard Installation shall include the installation of the ITFS receiving antenna and all related equipment in a manner that meets the FCC protection requirements of Institution's respective receive sites (at an elevation not to exceed thirty (30) feet above the base mounting location with respect to new Receive Sites and with no height limit with respect to existing Charter Receive Sites) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system. With respect to only the Charter receive Sites, "Standard Installation" shall also include installing up to six (6) addressable set-tops (or addressable analog decryption equipment as applicable) in up to a maximum of fifty-five (55) Institution-designated receive sites located at Institution's schools and shall include installing up to four (4) addressable set-tops (or addressable analog decryption equipment as applicable) in up to a maximum of ninety-four (94) Institution-designated receive sites located at other Institution's schools. Standard Installation shall also include installation of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in Paragraphs 2(f), 2(h) and 3. Institution shall have the option to install its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified

in this Paragraph and Paragraph 2(f) or at no cost if CS would be required to provide such installation at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the Wireless Cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-882 Facility and of the WEF-69 Facility, and CS shall operate the WHR-882 Facility and the WEF-69 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-882 Facility and the WEF-69 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Paragraph 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-882 Facility (including STL/TSL capability) and the WEF-69 Facility (including STL/TSL capability)

(hereinafter the "Facilities"); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the Facilities under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the Facilities in accord with the established procedures of the tower lessor (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the Facilities, including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) BTA Authorizations. If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's Charter Receive Sites as may from time-to-time be designated on Schedule A, including the installation of any replacement equipment required due to normal wear and tear ("Replacement Equipment"). With respect to the additional receive sites installed by CS beyond the Charter Receive Sites as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of Replacement Equipment at its actual cost or, if lower, the customary charge to its commercial Wireless Cable subscribers for such maintenance if comparable. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Paragraphs 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link/Transmitter-to-Studio Link ("STL/TSL") facilities to connect Institution's studio facilities to the Transmission Site. The STL/TSL will consist of analog microwave path(s), digital microwave radio path(s), fiber optic (ATM/Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time over Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f), of the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. CS shall provide Institution with the STL/TSL on an exclusive, non shared-use basis. The STL/TSL and associated transmission, reception and interfacing equipment shall be fully installed, tested, certified, operational and activated upon Institution's commencement of ITFS operations from the Transmission Site and integrated into the Wireless Cable System. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or and digital, has been delivered to the Transmission Site, in addition to

any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL/TSL, and CS shall apply to the FCC for approval of the STL/TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS at its sole expense shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL/TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its Licenses and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

(a) Signing Bonus. CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution in bad faith is in Material Breach of this Agreement and does not cure such Material Breach, or Institution terminates this agreement as defined in Section 13.(d)(2) or Section 13.(d)(5), in the amount of [REDACTED] within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement. This signing bonus is non-refundable, if, at any time, CS is in Material Breach of this Agreement and does not cure such Material Breach.

(b) Fees. Upon the initiation of programming to commercial wireless subscribers over the ITFS Channels or within sixty (60) days after completion of construction of the relocation

of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization, whichever occurs first, (hereinafter referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to CS's Wireless Cable Service for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: [REDACTED] times $x/4380$ with "x" being the total number of hours of CS Time available to CS on the ITFS Channels during the previous calendar month and the denominator, currently 4380, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Full Time of [REDACTED] per month during the first year of the Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years, or and a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Part Time of [REDACTED] per month during the first year of the Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years.

The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) Fee Calculations. For purposes of calculating the compensation due Institution pursuant to Paragraphs 2(f) and 7(b), the average number of subscribers to Wireless Cable Service for any month shall equal the number of subscribers to Wireless Cable Service as of the last day of the immediately prior month plus the number of subscribers to Wireless Cable Service as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only subscribers to Wireless Cable Service that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Wireless Cable subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Wireless Cable subscribers make their payments for past months. For purposes of the preceding sentence, subscribers to Wireless Cable Service whose bills are outstanding forty five (45) days or less shall be considered current. In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers to Wireless Cable Service shall be determined by

dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Wireless Cable subscriber for the equivalent service.

(d) Fee Statements. CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Wireless Cable subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) Fee Commencement. In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the per channel Minimum Guaranteed Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and per channel Minimum Guaranteed Royalty Fee that CS will pay to any other ITFS licensee in the Dallas and Fort Worth Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels (A3, A4, B1, B2, B3, B4) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS. CS represents and warrants as follows:

(a) Standing. CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Legal Obligation. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Eligibility to Conduct Business. CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

10. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease. Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of one Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming. Under FCC Rules and Regulations, the Institution has final control over the programming broadcast by CS on the Institution's ITFS Channels. CS intends to use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-882 Facility or from Institution's WEF-69 Facility is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System, subject to Paragraph 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Paragraph 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination By Reason of Material Breach. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to (i) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC licenses for the ITFS channels, provided that such failure was not occasioned by or contributed to by CS, (ii) failure of CS to make any payment required under Paragraphs 2 or 7 hereof, (iii) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-882 Facility and the

WEF-69 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with either of the Licenses, and (iv) failure of CS to perform its obligations to (a) construct, operate or maintain the Leased Equipment, including STL/TSL facilities as specified in and as required by Paragraph 4(b) to install and maintain Institution's receive sites as specified in and as required by Paragraph 4(c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Paragraph 3, and (d) to use the ITFS Channels as specified in and as required by Paragraph 12. (v) failure of CS to secure the Transmission Site and sublease or assignment rights to the 'premises' for Institution as specified in and as required by Paragraph 4 or to complete construction of the authorized facilities, as specified in and as required by Paragraph 4, within the time specified in applicable FCC authorizations. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License, from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Wireless Cable Service subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to either or both of Institution's Licenses in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify either of Institution's Licenses to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(4) Termination For Failure of Final Order. This Agreement shall terminate with respect to either or both of Institution's Licenses, at the option of Institution, should the FCC fail to issue a Final Order granting Institution authority to operate under either or both of its Licenses from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or

for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate either or both the WHR-882 Facility or the WEF-69 Facility from the Transmission Site, then Institution may terminate this Agreement as to either or both Licenses upon thirty (30)-days written notice.

(5) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Paragraph 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant Paragraph 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Paragraph 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Paragraphs 2(f) and 7(b) to be accounted for as specified in Paragraph 13(a), and for the compensation due, if not then paid, under Paragraph 7(a); (iii) provided that such termination is not pursuant to Paragraph 13(b) for Institution's Material Breach, Institution shall retain the option to purchase the Leased Equipment as provided for Paragraph 4(b) and (d); and (iv) in all events, Institution shall retain its sublease or assumption rights as to the premises as provided under Paragraph 4(a).

14. Transfer and Assignment.

(a) General Terms. Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement except, to a subsidiary or an affiliate, without prior written consent of the other, which consent shall not to be withheld unreasonably or withheld for consideration not otherwise due. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the non-assigning or non-transferring party shall waive its rights under this paragraph in writing.

(b) Institution Discontinue. CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is comparable in all respects with this Agreement (a "Comparable Agreement"). However, nothing in this Paragraph shall diminish the Institution's right to select the New Licensee.

(c) New License. In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) Institution Release. If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) Failure to Secure New Licensee. In the event that Institution, "using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Insurance.

CS shall maintain and pay all costs of its insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-882 Facility and its WEF-69 Facility, related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this paragraph shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-882 Facility or Institution's WEF-69 Facility to the Transmission

Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

Institution shall maintain and pay all costs of its insurance to cover Institution's obligations under this Agreement. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to CS not later than the commencement of construction to relocate Institution's WHR-882 Facility or Institution's WEF-69 Facility to the Transmission Site. Institution shall furnish CS evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Escrow Account CS shall upon execution of this Agreement establish an account ("Escrow Account") in the amount of [REDACTED] to indemnify Institution for the cost to retrofit all equipment and receive sites should Institution terminate this Agreement under paragraph 13.(d)(3) herein, at which time the funds in the Escrow Account will be released to Institution. The funds in the Escrow Account will be returned to CS two years after the execution date of this Agreement if this Agreement has not been terminated under paragraph 13.(d)(3). Neither the establishment of the escrow account nor the level of funding required hereunder for such escrow account shall constitute liquidated damages or give rise to an inference as to the amount of any damages incurred by a breach of this Agreement.

17. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

18. Specific Performance. The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or

other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

19. Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable Services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

20. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Superintendent
Richardson Independent School District
400 South Greenville Ave.
Richardson, TX 75081

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Executive VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

21. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

22. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed

under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

23. Entire Agreement. This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.


24. Dealings with Third Parties. Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

25. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

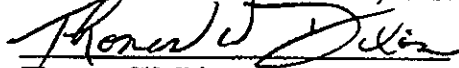
26. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of August, 1997.

RICHARDSON INDEPENDENT SCHOOL DISTRICT


Dr. Carolyn Burkhair
Superintendent

CS WIRELESS SYSTEMS, INC.


Thomas W. Dixon
Senior Vice President

REC'D & INSPECTED

JUL 30 2004

FCC-GBG MAILROOM

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EXCESS ITFS CAPACITY LEASE AGREEMENT

RICHARDSON INDEPENDENT SCHOOL DISTRICT

and

CS WIRELESS SYSTEMS, INC.

WHR-882 (A3, A4)

WEF-69 (B1, B2, B3, B4)

DALLAS, TEXAS

August 4, 1997

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EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the 4th day of August, 1997, by the Richardson Independent School District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business 400 South Greenville Avenue, Richardson, Texas 75081 and CS Wireless Systems, Inc., a Delaware corporation (hereinafter "CS") having its principal place of business at 200 Chisholm Place, Suite 202, Plano, Texas 75075 (hereinafter collectively referred to as the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable operations," as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 74.931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-882, channels A3 (2524-2530 MHz) and A4 (2536-2542 MHz), (the "WHR-882 Facility") and WEF-69, channels B1 (2506-2512 MHz), B2 (2518-2524 MHz), B3 (2530-2536 MHz) and B4 (2542-2548 MHz), (the "WEF-69 Facility") in the Dallas, Texas metropolitan area ("Metropolitan Area"), as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License(s)");

WHEREAS, Institution, as licensee uses and intends to use the ITFS Channels authorized under the Licenses to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the Licenses and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing wireless cable television and other services, including entertainment programs, via Wireless Cable ("Wireless Cable Service"), intends to provide Wireless Cable Service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently collocated channels through which CS intends to provide Wireless Cable Service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable Service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable Service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term:

(a) First Term Commencement. The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, and shall continue for a period of ten (10) years ("Initial Term"), subject to the provisions for termination contained in Paragraph 13, provided however, that this Agreement is contingent upon the renewal of Licensee's Licenses for any period of time during which such ten (10)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) Renewals. At the end of the Initial Term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for one (1) additional ten (10)-year term, contingent upon the renewal of Licensee's Licenses for any period of time during which such additional ten (10)-year term extends beyond the term of a License currently remaining at the commencement of such additional ten (10)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial ten (10)-year term, that it elects not to renew this Agreement under this paragraph.

(c) Renewals. In the event this Agreement is not renewed pursuant to Paragraph 1(b), either Party may, five (5) months prior to the end of the initial ten (10)-year term notify the other in writing that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement for a period of ten (10) years. If, four (4) months before the end of the initial ten (10)-year term the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity to prudently avail itself of alternative distribution facilities upon the expiration of this Agreement. However, if CS was not in Material Default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

2. Lease of Excess Capacity

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Paragraphs 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable Service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable Service or commercial services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with thirty (30) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least six (6) months in advance of any proposed changes in its air time usage schedule. Institution hereby covenants and agrees it will use at least twenty (20) hours per week per six (6) MHz channel. Institution shall have unrestricted right to additional hours as it deems necessary on any or all of the ITFS Channels to provide ITFS programming, it being understood that no substantial Excess Capacity is available on the ITFS Channels while operating in the analog mode. If Excess Capacity is available and to the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis.

(c) Recapture Time. Institution shall have the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty (20) hours per week for each

licensed channel, or a total of forty (40) hours per week per six (6) MHz channel, with no economic or operational detriment to Institution. The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Paragraph 2(b).

(d) Scheduling Flexibility. If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming over the ITFS Channels, including in accordance with Paragraph 4 and provided that the changes to Institution's WHR-882 Facility and Institution's WEF-69 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Paragraph 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in Paragraph 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2 (f), 2(h), 3 and 4(e). As provided in Paragraph 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under Paragraph 4(e).

If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those Charter Receive Sites which CS is required to provide Standard Installation under Paragraph 4(e), CS shall construct or convert such additional receive sites to provide Standard Installation, defined in Paragraph 4(e), below, for digital operation whereupon

Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed [REDACTED] for each such additional receive site. CS shall obtain reimbursement from Institution from such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in Paragraph 7 or the royalty specified in this Paragraph 2(f), whichever is in effect at the time. At Institution's option including as provided in Paragraph 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost including equipment to be provided by CS at Institution's request.

Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, and in no case will Institution have less than the full time use of six (6) video channels and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's Licenses. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum, and in no case will Institution have less than the full time use of six (6) video channels. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall make such recaptured spectrum available to Institution. Any reference to Institution Time in digital mode hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time in digital mode shall include CS's seventy-five percent (75%) of spectrum hereunder.

Upon the conversion of the mode of transmitting the ITFS Channels from analog to digital, the Subscriber Royalty Fee and the Minimum* Guaranteed Royalty Fee specified in Paragraph 7 of this Agreement shall be modified as follows, CS to pay Institution the appropriate modified fee for each ITFS Channel used by CS which is the greater of: a Subscriber Royalty Fee of [REDACTED] of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS twenty-four (24) hours per day, seven (7) days-per-week of the billing month ("Full Time"), or and [REDACTED] of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS less than Full Time during the billing month ("Part Time"), or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Full Time of [REDACTED] per month during the first year of the Initial Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years, or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Part Time shall be [REDACTED] per month during the first year, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years. By "User" is meant to be CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS channels used or operated by User in the Metropolitan Area. Nonmonetary chargebacks, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such person other than User derived from the operation of any such ITFS, MDS or MMDS channels, such as, from bundled MMDS and non-MMDS services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(f) Booster Stations. In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's Licenses, by FCC rules and regulations, and by this Agreement, or to efficiently operate the Wireless Cable System in the Metropolitan Area, or in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations is necessary. CS will pay all legal, engineering, and other costs for signal booster stations. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is

applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules.

(g) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in Paragraph 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WEF-69 Facility or its WHR-882 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance with subparagraph 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unbridgeable right to recapture, as defined in subparagraph 2(c) above, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to six (6) channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to six (6) channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in Paragraph 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2(e) and 3. Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorney's fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

(h) Payment of Expenses. CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned. In addition, CS shall pay Institution's reasonable consultant fees, legal fees and related expenses incurred in connection with Institution's consideration and negotiation of this Agreement, [REDACTED]

3. Distribution of Institution's Programming. During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Paragraph 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to Paragraph 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable Service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System, Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period subject to the following requirements: The promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content at CS's sole discretion, which approval shall not be unreasonably withheld, (iii) inserts will be of a size and material compatible with other CS inserts as determined by CS, (iv) Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming, (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Paragraph 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in Paragraphs 2(f) and 2(h), hereunder. "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable

Service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable Service availability in the Metropolitan Area. CS shall "install" (as defined in Paragraph 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable Service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall be equal to a monthly rate of one sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS assesses and collects such charges from its similarly situated subscribers to its Wireless Cable Service, based on its standard schedules of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable Service customers. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in Paragraph 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt installation to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to install or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and to credit such cost against Institution's royalty fee and Subscriber Royalty Fee specified in Paragraphs 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL/TSL Facilities.

(a) Transmission Site. Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that the Preston Towers, 6211

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W. Northwest Highway, Dallas, Texas, at coordinates Latitude 32-51-58 North; Longitude 96-48-00 West (the "Preston Towers Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Preston Towers Site will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e), but in no event less than a reliable signal, as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Preston Towers Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the Preston Tower Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in Paragraph 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the Licenses as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site as provided in this Paragraph 4(a).

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Paragraph 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Paragraph 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in Paragraph 4(d), below, Institution's sublease or assumption rights

of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-882 Facility and the WEF-69 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-882 Facility and the WEF-69 Facility at the transmission site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned.

At CS's sole expense, and upon execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with full right of sublease or assumption for such term, including any renewal term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-882 Facility and for the WEF-69 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f) and otherwise for Institution to meet its obligations as Licensee (the "premises"). CS's contract for lease of space at the Transmission Site shall designate Institution as a named, approved sublessee and shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for [REDACTED] per month while this agreement is in effect. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to the WHR-882 Facility, including the transmitters and all other equipment, and the WEF-69 Facility, including the transmitters and all other equipment, and sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-882 Facility and the WEF-69 Facility, generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Paragraph 2(f) pursuant hereto.

(b) Equipment. CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Paragraph 4(e) hereof. Except as provided in Paragraph 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." (A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as

security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Paragraphs 4(c) and (d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-882 Facility or and its WEF-69 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-882 Facility and of the WEF-69 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) Equipment Purchase Rights. In the event that this Agreement terminates due to a Material Breach by CS, as defined in Paragraph 13(b) or termination if CS becomes insolvent as defined in Paragraph 13(d)(3) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for [REDACTED], free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and a STL/TSL associated with Institution's WHR-882 Facility and with its WEF-69 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) Equipment Purchase. If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of [REDACTED] (comprising [REDACTED] existing installs ("Charter Receive Sites") and an additional [REDACTED] new installs) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned

with one addressable set-top and other necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Paragraphs 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the [REDACTED] Receive Sites as indicated on Schedule A shall be installed by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed [REDACTED] for an analog mode Standard Installation as defined herein, and, as provided in Paragraph 2(f), not to exceed [REDACTED] for a digital mode Standard Installation as defined herein, for the installation. Institution can purchase additional addressable set tops, at CS's cost not to exceed [REDACTED] for analog set tops and [REDACTED] for digital set tops, and installation material for CS's cost plus ten (10) percent. CS shall invoice Institution upon completion of the installation and payment in full will be due net thirty (30) days from the invoice date. Institution shall retain title to the receive site equipment installed at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and installation of equipment. Including in accordance with Paragraph 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability, using software provided by CS, to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense.

① A Standard Installation shall include the installation of the ITFS receiving antenna and all related equipment in a manner that meets the FCC protection requirements of Institution's respective receive sites (at an elevation not to exceed thirty (30) feet above the base mounting location with respect to new Receive Sites and with no height limit with respect to existing Charter Receive Sites) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system. With respect to only the Charter receive Sites, "Standard Installation" shall also include installing up to six (6) addressable set-tops (or addressable analog decryption equipment as applicable) in up to a maximum of fifty-five (55) Institution-designated receive sites located at Institution's schools and shall include installing up to four (4) addressable set-tops (or addressable analog decryption equipment as applicable) in up to a maximum of ninety-four (94) Institution-designated receive sites located at other Institution's schools. Standard Installation shall also include installation of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in Paragraphs 2(f), 2(h) and 3. Institution shall have the option to install its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified

in this Paragraph and Paragraph 2(f) or at no cost if CS would be required to provide such installation at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the Wireless Cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-882 Facility and of the WEF-69 Facility, and CS shall operate the WHR-882 Facility and the WEF-69 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-882 Facility and the WEF-69 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Paragraph 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-882 Facility (including STL/TSL capability) and the WEF-69 Facility (including STL/TSL capability)

(hereinafter the "Facilities"); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the Facilities under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the Facilities in accord with the established procedures of the tower lessor (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the Facilities, including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) BTA Authorizations. If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's Charter Receive Sites as may from time-to-time be designated on Schedule A, including the installation of any replacement equipment required due to normal wear and tear ("Replacement Equipment"). With respect to the additional receive sites installed by CS beyond the Charter Receive Sites as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of Replacement Equipment at its actual cost or, if lower, the customary charge to its commercial Wireless Cable subscribers for such maintenance if comparable. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Paragraphs 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link/Transmitter-to-Studio Link ("STL/TSL") facilities to connect Institution's studio facilities to the Transmission Site. The STL/TSL will consist of analog microwave path(s), digital microwave radio path(s), fiber optic (ATM/Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time over Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f), of the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. CS shall provide Institution with the STL/TSL on an exclusive, non shared-use basis. The STL/TSL and associated transmission, reception and interfacing equipment shall be fully installed, tested, certified, operational and activated upon Institution's commencement of ITFS operations from the Transmission Site and integrated into the Wireless Cable System. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or and digital, has been delivered to the Transmission Site, in addition to

any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL/TSL, and CS shall apply to the FCC for approval of the STL/TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS at its sole expense shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL/TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its Licenses and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

(a) Signing Bonus. CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution in bad faith is in Material Breach of this Agreement and does not cure such Material Breach, or Institution terminates this agreement as defined in Section 13.(d)(2) or Section 13.(d)(5), in the amount of [REDACTED] within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement. This signing bonus is non-refundable, if, at any time, CS is in Material Breach of this Agreement and does not cure such Material Breach.

(b) Fees. Upon the initiation of programming to commercial wireless subscribers over the ITFS Channels or within sixty (60) days after completion of construction of the relocation

of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization, whichever occurs first, (hereinafter referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to CS's Wireless Cable Service for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: [REDACTED] times $x/4380$ with "x" being the total number of hours of CS Time available to CS on the ITFS Channels during the previous calendar month and the denominator, currently 4380, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Full Time of [REDACTED] per month during the first year of the Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years, or and a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Part Time of [REDACTED] per month during the first year of the Term of this Agreement, [REDACTED] per month during the second year, [REDACTED] per month during the third year, and [REDACTED] per month during the fourth and subsequent years.

The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) Fee Calculations. For purposes of calculating the compensation due Institution pursuant to Paragraphs 2(f) and 7(b), the average number of subscribers to Wireless Cable Service for any month shall equal the number of subscribers to Wireless Cable Service as of the last day of the immediately prior month plus the number of subscribers to Wireless Cable Service as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only subscribers to Wireless Cable Service that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Wireless Cable subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Wireless Cable subscribers make their payments for past months. For purposes of the preceding sentence, subscribers to Wireless Cable Service whose bills are outstanding forty five (45) days or less shall be considered current. In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers to Wireless Cable Service shall be determined by

dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Wireless Cable subscriber for the equivalent service.

(d) Fee Statements. CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Wireless Cable subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) Fee Commencement. In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the per channel Minimum Guaranteed Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and per channel Minimum Guaranteed Royalty Fee that CS will pay to any other ITFS licensee in the Dallas and Fort Worth Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels (A3, A4, B1, B2, B3, B4) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS. CS represents and warrants as follows:

(a) Standing. CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Legal Obligation. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Eligibility to Conduct Business. CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

10. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease. Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of one Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming. Under FCC Rules and Regulations, the Institution has final control over the programming broadcast by CS on the Institution's ITFS Channels. CS intends to use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-882 Facility or from Institution's WEF-69 Facility is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System, subject to Paragraph 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Paragraph 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination By Reason of Material Breach. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to (i) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC licenses for the ITFS channels, provided that such failure was not occasioned by or contributed to by CS, (ii) failure of CS to make any payment required under Paragraphs 2 or 7 hereof, (iii) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-882 Facility and the

WEF-69 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with either of the Licenses, and (iv) failure of CS to perform its obligations to (a) construct, operate or maintain the Leased Equipment, including STL/TSL facilities as specified in and as required by Paragraph 4(b) to install and maintain Institution's receive sites as specified in and as required by Paragraph 4(c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Paragraph 3, and (d) to use the ITFS Channels as specified in and as required by Paragraph 12. (v) failure of CS to secure the Transmission Site and sublease or assignment rights to the 'premises' for Institution as specified in and as required by Paragraph 4 or to complete construction of the authorized facilities, as specified in and as required by Paragraph 4, within the time specified in applicable FCC authorizations. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License, from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Wireless Cable Service subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to either or both of Institution's Licenses in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify either of Institution's Licenses to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(4) Termination For Failure of Final Order. This Agreement shall terminate with respect to either or both of Institution's Licenses, at the option of Institution, should the FCC fail to issue a Final Order granting Institution authority to operate under either or both of its Licenses from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or

for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate either or both the WHR-882 Facility or the WEF-69 Facility from the Transmission Site, then Institution may terminate this Agreement as to either or both Licenses upon thirty (30)-days written notice.

(5) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Paragraph 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant Paragraph 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Paragraph 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Paragraphs 2(f) and 7(b) to be accounted for as specified in Paragraph 13(a), and for the compensation due, if not then paid, under Paragraph 7(a); (iii) provided that such termination is not pursuant to Paragraph 13(b) for Institution's Material Breach, Institution shall retain the option to purchase the Leased Equipment as provided for Paragraph 4(b) and (d); and (iv) in all events, Institution shall retain its sublease or assumption rights as to the premises as provided under Paragraph 4(a).

14. Transfer and Assignment.

(a) General Terms. Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement except, to a subsidiary or an affiliate, without prior written consent of the other, which consent shall not to be withheld unreasonably or withheld for consideration not otherwise due. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the non-assigning or non-transferring party shall waive its rights under this paragraph in writing.

(b) Institution Discontinue. CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is comparable in all respects with this Agreement (a "Comparable Agreement"). However, nothing in this Paragraph shall diminish the Institution's right to select the New Licensee.

(c) New License. In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) Institution Release. If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) Failure to Secure New Licensee. In the event that Institution, "using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Insurance.

CS shall maintain and pay all costs of its insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-882 Facility and its WEF-69 Facility, related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this paragraph shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-882 Facility or Institution's WEF-69 Facility to the Transmission

Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

Institution shall maintain and pay all costs of its insurance to cover Institution's obligations under this Agreement. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to CS not later than the commencement of construction to relocate Institution's WHR-882 Facility or Institution's WEF-69 Facility to the Transmission Site. Institution shall furnish CS evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Escrow Account CS shall upon execution of this Agreement establish an account ("Escrow Account") in the amount of [REDACTED] to indemnify Institution for the cost to retrofit all equipment and receive sites should Institution terminate this Agreement under paragraph 13.(d)(3) herein, at which time the funds in the Escrow Account will be released to Institution. The funds in the Escrow Account will be returned to CS two years after the execution date of this Agreement if this Agreement has not been terminated under paragraph 13.(d)(3). Neither the establishment of the escrow account nor the level of funding required hereunder for such escrow account shall constitute liquidated damages or give rise to an inference as to the amount of any damages incurred by a breach of this Agreement.

17. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

18. Specific Performance. The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or

other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

19. Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable Services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

20. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Superintendent
Richardson Independent School District
400 South Greenville Ave.
Richardson, TX 75081

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Executive VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

21. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

22. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed

under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

23. Entire Agreement. This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

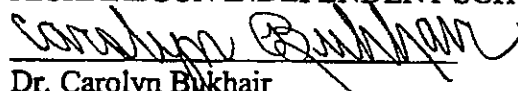
24. Dealings with Third Parties. Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

25. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

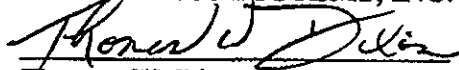
26. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of August, 1997.

RICHARDSON INDEPENDENT SCHOOL DISTRICT


Dr. Carolyn Burkair
Superintendent

CS WIRELESS SYSTEMS, INC.


Thomas W. Dixon
Senior Vice President

REC'D & INSPECTED

JUL 30 2004

FCC-GBG MAILROOM

Dallas, TX
C Group
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WNC 836

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Federal Communications Commission
Office of Secretary
Revised 4/30/98

EXCESS CAPACITY USE AGREEMENT

This Agreement is entered into on the 30th day of April, 1998, by Alliance for Higher Education ("Institution"), as licensee, and CS Wireless Systems, Inc., ("CS") a Delaware Corporation, as user (collectively the "Parties").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") channels to use excess capacity for non-ITFS purposes; and

WHEREAS, Institution is authorized to construct and operate ITFS facilities on channels C1-C4 at Dallas, Texas (the "Service Area") call sign WNC-836 (which such FCC-licensed 6 MHz channels on the C Group at Dallas shall be referred to herein as the "ITFS Channels"); and

WHEREAS, Institution anticipates that Excess Capacity on the ITFS Channels, as defined in Section 2(a) herein will exist after the fulfillment of its educational objectives; and

WHEREAS, CS is in the business of distributing audio programming, video programming and/or communications services other than audio and video programming via microwave transmission ("Wireless Services") over CS's wireless system in the Service Area (the "Wireless System") and CS desires to use Excess Capacity, as defined herein in Section 2(a), in accordance with the rules, regulations, and policies of the FCC; and

WHEREAS, CS and Institution believe that CS's use of Institution's Excess Capacity, as defined herein in Section 2(a), will be mutually advantageous and provide a significant benefit to the general public.

WHEREAS, it is the intention of the Parties to operate the Wireless System (including the ITFS Channels) in the Service Area with digital compression technology.

NOW, THEREFORE, in consideration of their mutual promises, Institution and CS do hereby agree to the following terms and conditions:

1. Term.

(a) Commencement and Term. The term of this Agreement shall commence upon the date of its execution and shall continue for a period of ten (10) years, unless the Agreement is terminated as provided by Paragraph 12 below, or voluntarily terminated by written consent of both parties. The foregoing period is referred to herein as the "Initial Term."

(b) Expiration in Absence of Renewal Notice/Renewal Negotiations. This Agreement shall expire as of the end of the Initial Term unless either Party serves notice on the other Party, no later than six (6) months prior to the expiration date of the Initial Term, that it seeks to renew this Agreement. In the event that either party serves notice that it seeks to renew this Agreement, the Parties shall enter into good faith exclusive negotiations striving toward a renewal or extension of this Agreement for an additional period of ten (10) years. If, three (3) months before the end of the Initial Term, the Parties are unable to reach agreement concerning such renewal or extension, Institution may enter into negotiations with other parties interested in using the Excess Capacity. However, if CS was not in Material Breach, in accordance with paragraph 12(b), during the Initial Term, CS shall have, during the remaining three (3) months of the initial Term of this Agreement and for a period of one (1) year after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to use Excess Capacity of the ITFS Channels.

(c) Right of First Refusal. Pursuant to this right of first refusal, Institution shall notify CS in writing within (10) days of Institution's receipt of any bona fide offer from a third party to use Excess Capacity of the ITFS Channels, which Institution intends to accept. The notification shall include the terms of said offer. CS shall thirty (30) days after receipt of the notification to notify Institution that it will or will not match said offer. Should CS decline to exercise its right of first refusal or fail to notify the Institution within thirty (30) days that it will exercise that right, Institution may thereafter enter into a binding agreement with the third party, and CS's right of first refusal shall be extinguished.

2. Use of Excess Capacity.

(a) CS Capacity. Institution agrees to permit CS to use available Excess Capacity, as defined below, on ITFS Channels C1-C4 for the Initial Term of this Agreement and any renewals or extensions thereof. This capacity shall be known as "CS Capacity" and may be used by CS for its operations consistent with this Agreement and FCC Rules and policies. This may include capacity preserved for Institution use in accordance with FCC Rules and policies but in no case will the minimum capacity specified by the FCC for Institution use be included as Excess Capacity. "Excess Capacity" shall mean that capacity on each of the ITFS Channels that is made available by Institution to CS in Institution's sole discretion. All other capacity shall be referred to as "Institution Capacity" and the Institution reserves, without limitation, the right to use its ITFS Channels in any manner and purpose to serve its members as Institution determines. Should Institution lease any or all of Institution's capacity, such lease shall not permit the other party to offer substantially similar services which CS offers during the term of this Agreement.

(b) Scheduling ITFS Usage. Each January the Alliance shall provide CS with an annual statement of available Excess Capacity (September 1 - August 31). CS shall have sixty (60) days to exercise its option to utilize such capacity.

(i) Institution agrees to make available to CS as Excess Capacity the capacity of three (3) of the four (4) ITFS Channels licensed to Institution at the Transmission Site until September 1, 1998 provided that all CS's obligations under Section 4(b) of this Agreement and all applicable FCC Rules and policies are met. Until September 1, 1998, Institution will also make available to CS as Excess Capacity, and at CS's option to utilize such Excess Capacity, that capacity on the ITFS Channel reserved for its use from 10 PM to 7 AM Monday through Thursday and from 5 PM Friday to 7 AM Monday provided that all CS's obligations under Section 4(b) of this Agreement and all applicable FCC Rules and policies are met.

(ii) Institution will notify CS of Excess Capacity it will make available to CS for the period September 1, 1998 through August 31, 1999 within 30 days of the signing of this Agreement by both parties.

(iii) Institution agrees that, prior to September 1, 2000, it shall not, in its elections pursuant to Section 2 (b), use or reserve for use more capacity on the four (4) C group ITFS Channels than as specified below:

Beginning 9/1/98	50%	Institution Capacity
Beginning 9/1/99	75%	Institution Capacity
Beginning 9/1/00	100%	Institution Capacity

(iv) CS hereby specifically acknowledges that it is fully aware of the nature and extent of Institution's right under this Agreement to withdraw from CS Capacity, any or all of the capacity of the ITFS Channels and in the event of a deviation from the schedule set forth in provision 2(b)(iii) above, Institution will provide CS six (6) months prior written notice of Institution's intention to withdraw capacity. CS represents and agrees that Institution's exercise of such rights under this Agreement will not cause irreparable harm or any other cognizable damage to CS or its Wireless Service and that CS cannot and shall not make any legal or equitable claim against Institution based on or resulting from Institution's exercise of such rights.

(c) Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Capacity for the provision of communications services other than video programming services ("Non-Video Services"). Similarly, Institution shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of Institution Capacity for the provision of Non-Video Services for Institution and its members' usage. The Parties agree mutually to cooperate in the implementation of any Non-Video Services that may make use of the ITFS Channels, including but not limited to the installation of new or modified equipment at the Transmission Site or at receive sites or modifications in the nature of transmissions over the ITFS Channels, provided

that: (i) each Party shall pay or reimburse the other Party's reasonable expenses of any such cooperation made for the benefit of the initiating Party; and (ii) such Non-Video Services can be provided on the ITFS Channels without interference to the provision of video or other services by the other Party.

(d) Booster Stations. In order to implement digital compression technology CS may determine that construction of signal booster stations is necessary in order to efficiently operate the Metropolitan Area digital Wireless System. The FCC rules regarding applications for signal booster stations require consent of each licensee whose signal will be retransmitted on the booster station. Institution hereby provides its consent for the retransmission of transmissions of the ITFS Channels by any properly licensed signal booster, provided that: (i) CS shall indemnify Institution and hold it harmless against any claim or liability, of any nature whatsoever, arising out of the fact that the transmissions of the ITFS Channels were retransmitted on such booster stations; (ii) any license application for a booster station in the Metropolitan Area on the C Channel group shall be made in, and the license held in, the name of Institution; and (iii) any booster station retransmitting any portion of the signals of the ITFS Channels shall, at Institution's request, also retransmit the signals of the ITFS Channels carrying Institution's programming or services.

(e) Use of Excess Capacity. CS, by its own action, or through a third party, will not utilize any part of the Excess Capacity provided by Institution to create or operate a service that is substantially similar to those services offered by Institution during the term of this Agreement. Competing services prohibited by this Section include programming that includes any undergraduate or graduate level for-credit courses or any non-credit courses substantially similar to such courses being offered by Institution or any of the member institutions over any of Institution's facilities. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any services offered or to be offered by CS over the Wireless System; exclusive of other ITFS programming provided by other ITFS licensees.

3. Distribution of Institution's Programming to CS Subscribers. CS agrees, upon request by Institution, to integrate Institution's programming into the Wireless Services offered to CS's Subscribers on an open access basis (available to all CS Subscribers) and/or a pay per view basis (any such pay per view billing and collection services by CS to be provided to Institution pursuant to a separate agreement). For any such programming, CS agrees to incorporate Institution's programming information into any program guides (including, without limitation, electronic on-screen program guides) so long as Institution satisfies CS's reasonable, consistently applied policies concerning the timing and form of submission of scheduling and other information to CS. CS also agrees to include promotional materials provided by Institution in bills distributed to Subscribers, so long as Institution satisfies CS's reasonable specifications with respect to such materials and pays CS's incremental reasonable costs associated therewith. Institution shall be given full attribution as the source of its programming.

4. Transmission Facilities.

(a) Transmission Site. The parties currently anticipate that the CS Wireless System shall use the transmission site specified in Institution's FCC authorization File No. BMPLIF961223BP (the "Transmission Site"), commonly known as Preston Towers. However, if CS determines that that transmitter site is not optimal or, if at any time during the term of this Agreement determines that the then current transmission site is not optimal, CS shall select, subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, an alternative location for the transmission point that CS deems to be an optimal location for provision of the services contemplated by this Agreement. The Parties recognize that such site will likely be selected for collocation with other ITFS and/or MMDS stations incorporated into the Wireless System. CS shall, in selecting any transmission site, take such steps as may be necessary to ensure that a reliable signal is received at the Institution's ITFS receive sites. At CS's expense, Institution shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the selected location(s) and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing and/or obtaining any reasonable and mutually agreed-to interference agreements with co-channel and adjacent channel licensees or applicants. Where construction of new or modified ITFS facilities is required, including the construction of the facilities for the ITFS Channels at the original Transmission Site, CS shall, at its sole expense, no later than six (6) months after the later of the execution of this Agreement or the grant of Institution's FCC application, and under the supervision and direction of Institution, construct the ITFS facilities in compliance with the terms and conditions of the authorization and the FCC's rules and policies. CS shall pay for all expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS. Any such construction by CS shall not require the use of any of Institution's existing transmission equipment, which equipment Institution shall be entitled to use, store or dispose of as it deems appropriate. Any relocation or other modification of Institution's ITFS facilities shall take place at a time designated by Institution so as to avoid disruption of Institution's ongoing ITFS service to its receive sites, and shall include appropriate modifications (including reorientation) or upgrades to all other facilities, including but not limited to receive sites and STL equipment, so as to enable Institution to continue to provide its service to all receive sites.

(b) Equipment. CS shall, at its own expense, purchase, install and maintain all equipment, including but not limited to: four (4) ITFS transmitters, (C1-C4) capable of digital transmission, two (2) Digicipher II systems, sixteen (16) digital encoders, sixteen (16) time base correctors, two (2) high speed data interfaces ie (9 Mb/s) into digiciphers units, sixteen (16) digital converters, one (1) SURFboard SB7100 or CyberMaster Downstream Router QMC-200 system equipped to support two (2) ITFS channels, SURFview system administration (or equivalent equipment at a price not to exceed \$50,000), Baseband Upconverter/ Downconverters, antennas, studio to transmitter links, and receive site equipment, as may be required to enable the

transmission of digital signals as determined by the Institution on their four ITFS Channels and the reception and use of such signals by all associated receive sites identified in Paragraph 4(g) hereof. CS will also provide a cash draw to Institution as follows: CS will provide for the provisioning of a UPS system to provide power conditioning, 1/2 hour battery backup and an auto start power generator for the TAGER facility. Project will be the responsibility of the Institution with a target competition date of 9/1/98 if technically feasible. This equipment, at a minimum, shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel. Such equipment shall be fully installed, tested, certified, operational and activated prior to Institution's commencement of ITFS operations from the Transmission Site and the integration of the ITFS Channels into the Wireless System based upon the agreed delivery schedule of equipment outlined in this Agreement. CS acknowledges that Institution has the right at it's own expense, to make additions or modifications to any equipment supporting Institutions ITFS Channels to meet future application requirements. Institution agrees that said modifications will be coordinated with CS and any work will meet best practices guidelines of manufacture. Any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 10 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment"). Institution agrees, however, that CS need only supply eight (8) digital encoders for Institution's use initially, but shall be required to provide a total number of sixteen (16) encoders by September 1, 1998. Equipment configuration and operational timelines are detailed in *Exhibit A* attached to this agreement. CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, but always subject to Institution's prior rights to purchase the Leased Equipment as set forth in Paragraphs 4(e) hereof.

(c) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution four (4) full time dedicated Studio-to-Transmitter Links ("STL") facilities or other agreed upon configuration to connect Institution's studio facilities to the Transmission Site. CS will stock locally spare OC-3 /DS-3 microwave radio modules/components and supply personnel to maintain and repair within a three (3) hour on site response time. The STL and associated transmission, reception, and interfacing equipment shall be fully installed, tested, operational, and activated prior to Institution's commencement of ITFS operations from the Transmission Site and the integration of the ITFS Channels into the Wireless System. Equipment installed will transport and CS must transmit all content received from TAGER facility in support of Institution's Mission Charter. Equipment configuration and operational timelines are detailed in *Exhibit A* attached to this agreement.

(d) Equipment Purchase Rights--Non-Renewal or Default by CS or Termination of FCC Authorization. In the event that this Agreement is not renewed by CS, is terminated by Institution as a result of a default by CS, or is terminated pursuant to Section 12(a) hereof for lack

of FCC authorization, Institution shall have the right to purchase the Leased Equipment as described in 4(b) above, regardless of whether any one or more of the components of the Leased Equipment is divisible from the other transmission services that constitute the Wireless System for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS or any other party.

(e) Equipment Purchase Rights--Non-Renewal or Default by Institution. If this Agreement is not renewed by Institution or is terminated by CS as a result of a default by Institution, Institution shall have the right to purchase the Leased Equipment as described in 4(b) above, regardless of whether any one or more of the components of the Leased Equipment is divisible from the other transmission services that constitute the Wireless System, free of any pledge or other encumbrance of the Leased Equipment by CS or any other party, for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the actual cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(f) Institution Interest in Leased Equipment. CS agrees to give notice to Institution prior to the creation of any other interest in or lien or encumbrance on the Leased Equipment, and upon CS's receipt of any claim against such Leased Equipment.

(g) Receive Sites. CS shall upgrade, retrofit, and reorient, at CS's expense, all of the Institution's existing receive sites ("Charter Receive Sites") Each Charter Receive Site can have up to a maximum of fifteen (15) set-top converters (See *Exhibit B*). CS shall be obligated to install, at CS's expense, using Standard Installation, as defined herein, up to a maximum of additional receive sites ("Additional Receive Sites") designated by Institution in the Service Area contemplated by this Agreement, together with the Fort Worth service area ("Fort Worth Service Area") contemplated by a companion agreement to be executed simultaneously herewith covering CS's use of excess capacity on ITFS Station WNC-823, Channels G1-G4. The total number of Charter Receive Sites and Additional Receive Sites shall be known as the "Primary Receive Sites." Any receive sites over and above the Primary Receive Sites desired by Institution shall be installed by CS at Institution's request, but Institution shall be required to reimburse CS for CS's actual costs for the Standard Installation, such cost not to exceed Five Hundred Fifty Dollars (\$550.00) per each receive site. Institution shall be given and shall retain title to the receive site equipment installed at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each receive site available to CS for CS's preparation of the receive site and installation of equipment. A "Standard Installation" shall include the installation of the ITFS receiving antenna and all related equipment in a manner that meets the protection requirements of Institution's respective receive sites at an elevation, not to

exceed thirty (30) feet above the base mounting location, which could normally receive the line of site transmission from the Transmitter Site which enables the reception of a signal acceptable to Institution, the coupling thereto of one block down converter, one (1) set-top converter, a sufficient amount of transmission line to connect the received signals to the input of (i) a standard television receiver or (ii) the receive site internal/external distribution system. Additional set-top converters requested by Institution will be provided by CS to Institution at cost. Institution shall have the option to do its own installation or provide receive equipment such as downconverters or set-top converters and CS shall provide such equipment to Institution at its cost, at the request of Institution. Changes in technology that would result in improved reception and/or increased capacity at equal or less cost shall automatically be incorporated in the definition of a "Standard Installation."

(i) At no cost to Institution, CS shall use scrambling and/or addressability techniques to ensure that Institution receive sites receive only programming approved by Institution and that non-Institution receive sites cannot receive Institution programming unless approved by Institution.

(ii) Unless the maintenance or repair is required because of the misuse or negligence of Institution or its agents, CS shall maintain and repair at its expense the receive equipment at the Institution receive sites installed, upgraded, or retrofitted at the expense of CS, including the "installation" of any replacement equipment required due to normal wear and tear ("replacement equipment").

(iii) CS agrees that, notwithstanding anything contained herein, CS will, at its expense, take whatever action is necessary to ensure that there is no noticeable (as determined by Institution) degradation of reception quality at any of Institution's receive sites and to correct other technical problems that would cause any receive site to discontinue reception of Institution's ITFS programming.

(h) Operation and Maintenance of Leased Equipment. CS shall at all times during the term of this Agreement maintain and operate the Leased Equipment and pay all costs related thereto, including providing suitable space for the Leased Equipment housed at facilities provided by CS.

(i) Subject to Institution's right of ultimate control over the maintenance and operation of the Leased Equipment in accordance with FCC rules and policies, CS shall maintain and operate the Leased Equipment in a condition sufficient to ensure compliance with all FCC rules and policies.

(ii) CS shall operate the Leased Equipment in such a fashion that does not create or increase interference to any other FCC applicant, permittee, or licensee entitled to protection under the FCC's rules and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and policies.

(iii) CS, at its own expense, may make alterations or attachments to the Leased Equipment as may be reasonably required by the nature of its business from time to time; provided however, that such alterations or attachments do not impair the signal quality at Institution's receive sites, do not violate any FCC rules or policies, and provided further that FCC authorization, if required, is obtained in advance of any such alteration or attachment at the sole cost of CS. If the signal quality at any of Institution's receive sites is impaired, CS shall immediately, upon notification by Institution, remedy the problem by either removing such alterations or attachments or by making corrections at the affected receive sites within thirty (30) days, as determined by Institution. To the extent any FCC authorization pertaining to the Leased Equipment is required, Institution and CS agree to use their best efforts to obtain such authorization.

(iv) CS will cooperate with Institution, and pay or reimburse all costs and expenses, related to Institution's maintaining all required licenses for the ITFS Channels provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, in force during the term of this Agreement.

(v) Nothing herein shall derogate from such licensee control of operations of the ITFS Channels that Institution, as an FCC licensee, shall be required to maintain. CS acknowledges the reservation by Institution of such control. Without limiting the foregoing, Institution shall have the right: (1) to issue general written instructions covering the operation and maintenance of the ITFS Channels; (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the ITFS Channels under FCC rules and policies); (3) to inspect the Leased Equipment and any other equipment used in connection with the ITFS Channels at any time during operation; (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the ITFS Channels, including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(vi) In the event of failure of any component of the Leased Equipment, CS shall immediately switch Institution's programming to alternate transmission equipment and change receive equipment, if required, so as to ensure that transmission of Institution's programming is not interrupted.

(i) BTA Authorization. If CS is also the licensee of the Basic Trading Area(s) ("BTA") which includes the Institution's transmission site and/or a major portion of the 35-mile circle radiating from Institution's transmission site ("Protected Service Area"), Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s). However, any license application for any facility in the BTA on the C channel group shall be made in, and the license held in, the name of Institution and any facility retransmitting any portion of the signals of the ITFS Channels shall, at Institution's request, also retransmit the signals of the ITFS Channels carrying Institution's programming or services.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's use of the ITFS Channels to the maximum extent possible, consistent with this Agreement, to serve customers within the Protected Service Areas of channels operated as part of the Wireless System. Institution shall file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies, to maintain and renew its license for the ITFS Channels and any associated authorizations, and to secure whatever modifications to its licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval any appropriate engineering portions of such applications to file with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all reasonable and lawful petitions, waivers, amendments and other related documents necessary to secure FCC approval for the provision of Wireless Services, on the ITFS Channels. CS shall reimburse Institution for legal fees pertaining to the review, preparation, filing and prosecution of applications with the FCC and other FCC filings related to this Agreement or the ITFS Channels within thirty days of the submission of an invoice. Institution and CS shall cooperate in good faith to provide any information required by the FCC in furtherance of this Agreement. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (i) result in a diminution in the amount of the Monthly Subscriber Fee pursuant to Paragraph 6(a) of this Agreement which the Institution would otherwise be paid or (ii) have an adverse effect as determined by Institution on the reception of Institution's signal at any of Institution's receive sites.

6. Compensation.

(a) Fees. Beginning immediately upon CS utilization of the Excess Capacity, CS shall pay to Institution, in consideration of CS's use of Excess Capacity on the ITFS Channels and the faithful performance by Institution of its additional obligations hereunder, a "Monthly Fee" equal to _____ of CS's Recurring Gross Monthly Revenues for each of the ITFS Channels made available for use by CS in accordance with paragraph 2(a) on a full capacity

basis, i.e., 100% of the digital transmission capacity of the ITFS Channel, twenty-four (24) hours per day, seven (7) days-per-week, for the month in question. For all capacity made available on any ITFS Channel on less than a full capacity basis, i.e., less than 100% of the digital transmission capacity and/or less than twenty-four (24) hours per day, seven (7) days per week, a Monthly Fee shall be paid calculated by multiplying _____ times the percentage of capacity actually made available. In no event shall the Monthly Fee be less than

_____ per 6 MHz channel utilized by CS in any amount during the first year after the date of execution;
_____ per 6 MHz channel utilized by CS in any amount during the second year after the date of execution;
_____ per 6 MHz channel utilized by CS in any amount during the third year after the date of execution; and
_____ per 6 MHz channel utilized by CS in any amount during the fourth and subsequent years after the date of execution (the "Minimum Monthly Fee").

"Recurring Gross Monthly Revenues" shall mean all recurring and other revenues (net only of returns, adjustments, installation fees, rental and/or sales of equipment, and sales taxes) received (on a cash basis and otherwise in accordance generally accepted accounting principles and procedures) by CS or any other party offering services over the Wireless System, derived from the operation of any ITFS, MDS, or MMDS Channels used or operated by CS or such other party on the Wireless System, regardless of the nature of such services.

(b) Compensation Report CS shall, along with each monthly payment, provide Institution with a statement showing the calculation of the Recurring Gross Monthly Revenues during said month. Other than its obligation to correct any instance of underpayment, or as provided in Section 9 below, CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(c) Payment of Compensation CS shall pay the Monthly Fee to Institution at the address of Institution noted in Section 17 below (as that address may by appropriate notice change from time to time. Payment for any calendar month shall be due to be received by Institution on the 20th day of the following calendar month. In the event that any payment under this Agreement is not made and received when due, CS shall owe a late-payment charge of one and one-half percent (1.5%) of the amount due for any month or portion thereof that such payment is late.

(d) Fee Commencement In the event that the date of execution falls on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the Monthly Fee or Minimum Monthly Fee payment for that month shall be prorated based on the number of days in that month that fall within the term of this Agreement.

(e) Compensation Equality During the Initial Term of this Agreement, CS agrees that each of the per channel signing fee, per channel Monthly Fee and the per channel Minimum Monthly Fee paid to Institution pursuant to this Agreement is equal to the highest per channel signing or monthly fee (however styled or named) that CS will pay to any other ITFS licensee in the Dallas and Fort Worth Metropolitan Areas. In the event CS pays or agrees to pay a higher per channel signing fee, per channel monthly fee or per channel minimum monthly fee (however styled or named) to any such other ITFS licensee, CS shall notify Institution of such higher fee or payment and the corresponding per channel fee in this Agreement shall be increased to an amount equal to such higher per channel fee(s).

7. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels is valid and in full force and effect and there are no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

(c) Binding Obligation With No Conflict. This Agreement constitutes the legal and binding obligation of Institution, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which Institution is or will be bound, or give rise to a cause of action for any violation thereof.

(d) Factual Statements. The factual statements and representations contained herein are true and correct to the best of Institution's knowledge and belief.

8. Representations and Warranties of CS. CS represents and warrants as follows:

(a) Lawful Existence. CS is lawfully existing under the laws of the State of Delaware and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Binding Obligation With No Conflict. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Factual Statements. The factual statements and representations contained herein are true and correct to the best of CS's knowledge and belief.

9. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to all fees payable to Institution hereunder and such records and accounts shall be available for inspection and copying on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agents. No original records may be removed from CS's premises, and Institution will not acquire title and/or any rights to use such to any information revealed as a result of the audit, except as reasonably necessary for Institution to enforce its rights under this Agreement. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any statement not challenged within twelve (12) months of the date of the completion of an audit covering such statement shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws, subject to Institution's right to use such information to enforce its rights under this Agreement. In the event that any audit hereunder shows that CS has underpaid Institution, CS shall immediately tender to Institution such amounts as may be owed, including interest as calculated pursuant to Section 7(c) hereof. If any such audit shows that CS has underpaid Institution for the period covered by such audit in an amount greater than ten percent (10%) of the amount actually due, CS shall, in addition to paying the sums owed plus interest, also reimburse Institution for the costs of its audit.

10. ITFS Channel Equipment Lease. Institution shall lease from CS all equipment purchased and installed by CS pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Equipment Rent. Institution shall pay to CS the total amount of One Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of the Excess Capacity at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Equipment Taxes. CS shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS shall be required to bear all costs associated with maintaining and operating the Leased Equipment, provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution through Institution's willful misconduct or gross negligence.

(d) Equipment Lease Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or expiration of this Agreement.

11. Control Over Programming. CS intends that only programming or other transmissions of a sort which would not serve to place Institution's reputation in the community in jeopardy will be transmitted on the ITFS Channels. In an attempt to minimize disputes, it is agreed that CS shall have the right to market the programming provided by the networks and services listed on *Exhibit C*. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America (or its equivalent) or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from the ITFS Channels is receivable, that violates any FCC Rules or policies, or that violates or infringes on the rights of any person. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive by removing such programming from the ITFS Channels upon Institution's request. Moreover, if the programming content of any of the networks and services listed on *Exhibit A* materially changes, Institution shall have the right, upon fourteen (14) days notice, to deny CS the right to continue transmitting said network's programming on the ITFS Channels. If CS proposes to transmit the programming of any new programming service not listed on *Exhibit C*, then CS shall notify Institution in writing specifying in detail the nature of the new programming service and Institution shall have the right, upon written notice served upon CS within thirty (30) days after Institution's receipt of such notice from CS, to deny to CS the right to transmit such new programming service. If no such denial notice is received by CS within said thirty (30) day, CS shall, subject to the other provisions of this Section 11, be authorized to transmit all such programming services for which no denial notice is received. Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) of any class of station over the ITFS Channels without consent of the station(s) originating the signal(s) to be retransmitted.

12. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon sixty (60) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution and/or CS is not authorized to operate or use the ITFS Channels as contemplated by this Agreement and reformation of this

Agreement pursuant to Paragraph 18 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due and disposition of Leased Equipment in accordance with Paragraph 4(d) under this Agreement. There shall be no further liability of one party to the other once the audit is completed, the moneys are paid, and title to the Leased Equipment is transferred to the Institution.

(b) Termination by Reason of Material Breach. Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-defaulting party. Institution may take such measures as are immediately necessary to prevent any default by CS from jeopardizing Institution's compliance with its obligations as FCC licensee; any interference with its transmission or distribution of ITFS Programming to its receive sites, any civil liability to third parties, or any violation of any provision of law. In the event the material breach is caused by CS, CS agrees to relocate the Leased Equipment pursuant to FCC rules and regulations after purchase by the Institution to Institution's tower site as licensed on the date of execution of this Agreement. CS also guarantees the restoration of the Institution's ITFS Channels to full operational status, including the reorientation and/or retrofitting of all the Institution's receive sites and the installation of the Leased Equipment and any other equipment necessary for the Institution to become fully operational at the Institution's tower site if such relocation is sought by the Institution.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Leased Equipment or the amount or calculation of any fees due pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne by the unsuccessful party.

(d) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant to Section 12(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a material breach of this Agreement.

13. Assignment and Sublease.

(a) General Terms. This Agreement may not be assigned or by either party, nor may Excess Capacity on the ITFS Channels be subleased by CS, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, or

withheld for consideration not otherwise due,. However, either party may condition its consent to any such assignment or sublease on the assignee or sublessee assuming all of the duties and obligations of the assignor or sublessor. In the event of a sublease of Excess Capacity, CS shall not be relieved of any of its obligations under this Agreement, including obligations relating to the use of capacity on the ITFS Channels by the sublessee.

(b) Substitute Licensee. In the event Institution decides to discontinue ITFS operations on the ITFS Channels, Institution agrees to give CS advance written notice of at least sixty (60) days of its intention to surrender its authorization for the ITFS Channels, and, to the extent permitted by the FCC's rules and policies, to permit CS during that sixty (60) day period to arrange for a substitute licensee for the ITFS Channels. In such event, Institution agrees that, so long as CS pays all of Institution's costs and expenses thereof, it will cooperate in seeking FCC approval of the assignment of the license for the ITFS Channels to such substitute licensee and, if such approval is granted within six (6) months from the date of Institution's notice of intent to surrender, Institution will assign the license to the substitute licensee. However, nothing in this paragraph shall require CS actually to use the ITFS Channels for ITFS purposes beginning on the sixtieth (60th) day after Institution's notice of intent to surrender or to defer surrender of the license for the ITFS Channels in the event that a substitute licensee is not found or the FCC has not granted consent on a timely basis as provided herein.

14. Indemnification.

(a) Indemnification by CS. CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities including without limitation injury to persons or death or property damage, provided that: Institution (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; and (ii) affords CS the opportunity to control the defense and the disposition (by compromise, settlement or other resolution) of any such claim or litigation.

(b) Indemnification by Institution. Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS Channels including without limitation injury to persons or death or property damage, provided that: CS (i) gives

Institution prompt written notice of any claim or litigation to which this indemnification applies; and (ii) affords Institution the opportunity to control the defense and the disposition (by compromise, settlement or other resolution) of any such claim or litigation.

(c) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitation: casualty insurance covering the Leased Equipment in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000.00) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000.00) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000.00); and all workers' compensation, automobile liability and similar insurance required by law. Upon request, CS shall furnish Institution with suitable documents evidencing such current insurance policies. Institution shall maintain and pay all costs for Broadcaster's Liability Insurance for Institution's programming transmitted over the System. Upon request, Institution shall furnish CS with suitable documents evidencing such current insurance policies.

15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

16. Specific Performance. The parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any

competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

17. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:
Dr. Allan Watson, President
Alliance for Higher Education
17103 Preston Road, Suite 250
Dallas, Texas 75248

with a copy (which shall not constitute notice) to:
Todd D. Gray, Esq.
Dow Lohnes & Albertson, P.L.L.C.
1200 New Hampshire Avenue, NW, Suite 800
Washington, DC 20036-6802

From Institution to CS:
Thomas W. Dixon, Senior VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, Texas 75075

with a copy (which shall not constitute notice) to:
Gerald Stevens-Kittner, Esq.
CS Wireless Systems, Inc.
2101 Wilson Boulevard, Suite 100
Arlington, Virginia 22201

18. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies applicable to and inconsistent with this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

19. Taxes and Other Assessments and Fees. CS shall pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution. CS shall also pay all other taxes, assessments and fees due from CS or Institution as a result of the use of Excess Capacity on the ITFS Channels by CS and its provision of services over the ITFS Channels, including but not limited to any required contributions of Institution to the Universal Service Fund under the Telecommunications Act of 1996 and the FCC's rules and policies.

20. Costs and Expenses.

(a) Legal and Consultant Fees Related to ITFS Channels. Not later than thirty (30) days after receipt of any invoice from Institution, CS shall pay Institution an amount equal to all reasonable legal and consulting engineering expenses of Institution in connection with efforts by Institution to obtain, renew, and continue in force the authorizations for the ITFS Channels. The parties agree that Institution shall be permitted at its reasonable discretion, with advance written approval of CS, to utilize its own counsel for all FCC filings. Institution maintains the right at its expense, to seek legal or engineering counsel for advice concerning other matters relating to the effectuation of this Agreement.

(b) Legal Fee Reimbursement for Negotiation Agreement. Upon execution of this Agreement, CS shall reimburse legal fees incurred by Institution for negotiation of this Agreement, up to three thousand seven hundred fifty dollars (\$3,750.00) within thirty (30) days of receipt of invoice from Institution.

(c) Signing Bonus. At execution, CS shall pay the Institution a signing bonus of

21. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Termination and Release of Previous Agreement. AHE and CS hereby terminate the "Dallas ITFS Airtime Royalty Agreement" dated February 16, 1994 (the "Old Agreement"), as and to the extent that the Old Agreement applies or relates to the C Group ITFS Channels at Dallas. Neither party shall have any further obligation or liability to the other under or with respect to the Old Agreement, except for the continuing obligation to defend and indemnify the other party under Section 13 thereof for claims made against the other party arising out of actions of or inaction by the defending and indemnifying party prior to the date of termination. Except with respect to such continuing obligation to defend and indemnify, AHE and CS each hereby completely, irrevocably and unconditionally releases, waives, and forever discharges the other

from any and all rights, obligations, claims and liabilities, of any kind or type, in law or equity, arising out of the Old Agreement.

23. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind relating to the use of the ITFS Channels for non-ITFS purposes. The parties agree that this Agreement may only be modified by written amendment signed by both parties.

24. Dealings with Third Parties. Neither party is, and neither party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any contractually binding representations on behalf of the other party. Without limiting the foregoing, in no event shall CS be identified as the licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Capacity. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the parties.

25. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the pages.

26. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

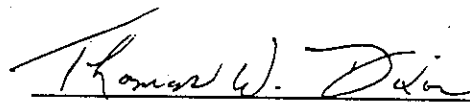
IN WITNESS WHEREOF, the parties have executed this Agreement this 30th day of April, 1998.

ALLIANCE FOR HIGHER EDUCATION



Allan Watson, Ph.D.
President

CS WIRELESS SYSTEMS, INC.



Thomas W. Dixon
Senior Vice President

Dallas, TX
D1, D2, D3

-

WND242

*Assumed in WorldCom
Bankruptcy, No Lease
Available*

Dallas, TX

D4

-

WLX843

DALLAS

ITFS EXCESS AIRTIME ROYALTY AGREEMENT

WLX 843
D4
COMPANION TO WND242?
DALLAS D1-D3?

THIS WAS IN THE WNC836 FILE!

THIS DALLAS ITFS EXCESS AIRTIME ROYALTY AGREEMENT ("Agreement") is made this 19th day of September, 1997, by and between the DALLAS-FORT WORTH HOSPITAL COUNCIL ("DFWHC") having its principal place of business at 250 Decker Court, Irving, Texas 75062 and CS WIRELESS SYSTEMS, INC., ("CS") a Delaware corporation, having its principal place of business at 200 Chisholm Place, Suite 202, Plano, Texas 75075 (collectively the "Parties").

RECITALS

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Instructional Television Fixed Service ("ITFS") channels and has authorized the licensee to make excess capacity available to non-ITFS users; and

WHEREAS, DFWHC is the holder of an FCC license (the "License") for the ITFS D-Group Channels under Station Call Sign WLX-843 ("ITFS Channels") as designated by Subpart I of Part 74 of FCC's rules in the Dallas, Texas Metropolitan Area ("Metropolitan Area"); and

WHEREAS, DFWHC uses the ITFS Channels to distribute instructional, cultural, informational and other communications and programming as permitted by the FCC's rules and regulations (hereinafter "Instructional Programming") to locations throughout the Metropolitan Area; and

WHEREAS, CS is in the business of distributing audio programming, video programming and/or communication services other than audio and video programming ("Wireless Services") via MDS, MMDS, and ITFS transmission over CS's wireless system (the "Wireless System") and CS desires to lease Excess Capacity, as defined herein in Section 2(a), from DFWHC in accordance with the rules, regulations, and policies of the FCC; and

RECD & INSPECTED

DEC 24 2002

FCC-OTC/MAL/DOOM

WHEREAS, CS believes that practical adjacent channel operation of the ITFS spectrum is feasible and the Parties agree that any of the above referenced ITFS Channels licensed or granted to DFWHC for the Metropolitan Area by the FCC in the band 2500-2700 MHz, whether interleaved, adjacent, or non-contiguous, are encompassed by this Agreement. As used herein, the phrase "ITFS Channels" shall mean the D-Group of frequencies in the band 2500 - 2700 MHz which are licensed to DFWHC for the Metropolitan Area; and

WHEREAS, consistent with FCC rules and regulations, CS intends to enter into other ITFS, Multichannel Multipoint Distribution Service ("MMDS") and/or Multipoint Distribution Service ("MDS") channel agreements with other licensees and applicants in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers; and

WHEREAS, consistent with FCC rules and regulations, DFWHC has determined that there will be excess capacity available on the ITFS Channels and that this excess capacity is available for commercial programming. DFWHC has further determined that, by combining its Instructional Programming with CS's commercial programming, a significant increase may be achieved in the number of persons who will have access to DFWHC's Instructional Programming at little or no additional cost. Since the dissemination of Instructional Programming is significantly increased as a result of the integrated system, it is consequently determined that each ITFS Channel will be used for ITFS purposes in serving the good of the public.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, DFWHC and CS agree as follows:

1. TERM

(a) Term. This Agreement shall be effective upon its execution and delivery to the other party as prescribed by Paragraph 27. Subject to the provisions for termination contained in Paragraph 10, the term of this Agreement shall continue for a period of ten (10) years from the date of said execution, provided however, that this Agreement is

Effective Date

Term - 10

contingent upon the renewal of DFWHC's License for any period of time during which such ten (10) year term extends beyond the term of a License currently remaining at the time this Agreement commences. Such period is hereinafter referred to as the "Term."

(b) Renewal Option. This Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for one additional ten (10) year term, unless DFWHC or CS shall have served written notice on the other, no earlier than nine (9) months and no later than six (6) months prior to the expiration date of the Initial Term, that it elects not to renew this Agreement under this paragraph.

(c) Right of First Refusal. If CS delivers to DFWHC, no later than one hundred and eighty (180) days prior to the end of the Term, a written offer for a new ITFS Airtime Royalty Agreement to lease excess capacity on the ITFS Channels, DFWHC may accept or reject such offer. If DFWHC rejects such offer, DFWHC grants CS a right of first refusal on any competing proposals to lease excess capacity on any portion of the ITFS Channels that is received by DFWHC within five (5) years after the expiration of the Term. If any acceptable offer to lease the excess capacity on the ITFS Channels is made to DFWHC, DFWHC shall give written notice to CS describing the entity to whom the proposed lease is to be made, the fees, charges, rental or other consideration to be received for the lease, the terms thereof and other relevant terms and conditions of the lease. CS shall have a period of thirty (30) days after its receipt of such notice in which to elect, by giving written notice to DFWHC, to lease excess capacity on the ITFS Channels for the same fees, charges, rental or other consideration that DFWHC proposed to lease to the third person.

If the fees, charges, rental or consideration to be paid by the third person is to be in whole or in part in a form other than cash, the consideration payable by the third person shall be so stated by CS as a sum certain in its notice of election.

If DFWHC does not believe CS's stated offer is in an amount fairly equivalent to the fair value of the consideration payable by the third person and so notifies CS in writing within seven (7) days after DFWHC's receipt of CS's notice of election to so lease excess capacity, CS may elect within five (5) days after its receipt of such notice from

DFWHC to refer such question for determination by an impartial arbitrator and the right of first refusal of CS shall then be held open until five (5) days after CS is notified of such determination. Such arbitrator shall be chosen either by agreement of CS and DFWHC at the time such question arises, or, at the option of either party, by referring the question to the American Arbitration Association with instructions that the American Arbitration Association select a single arbitrator under a request from the Parties for expedited and accelerated determination. The determination of the arbitrator chosen under either option contained in this subparagraph shall be final and binding upon CS and DFWHC. The parties shall share equally in the costs and fees of such arbitration.

In the event CS shall elect to exercise its right of first refusal, the ITFS Airtime Royalty Agreement leasing excess capacity on all or part of the ITFS Channels shall be consummated within fifteen (15) days following the day on which DFWHC received notice of CS's election to exercise the right of first refusal or the day upon which any question required to be determined by the arbitrator hereunder has been determined, or at such other time as may be mutually agreed. The right of first refusal is terminated either by the offer to CS as provided herein or by notice to CS of DFWHC's proposal to offer for lease the excess capacity on the ITFS Channels or any part thereof to a third person and CS's unwillingness or failure to meet and accept such a bona fide offer pursuant to the times and procedures as set forth above; provided that such proposed use is consummated at the same fees, charges, rental or other consideration and upon the same terms as to which such right of first refusal applied within thirty (30) days after CS's right of first refusal had expired or has been specifically waived by written notice given to DFWHC by CS.

(d) No Rights Beyond Term of License. DFWHC and CS agree that this Agreement shall not give rise to any rights or remedies beyond the expiration of any FCC license necessary for the continued operation of the ITFS Channels; provided however, that, while this Agreement is in effect, DFWHC shall obtain and maintain in force all licenses, permits and authorizations required or desired for the use of the ITFS Channels. DFWHC shall take all necessary steps to renew the Licenses for the ITFS Channels and

shall not commit any act or engage in any activity which could reasonably be expected to cause the FCC to impair, restrict, revoke, cancel, suspend or refuse to renew the ITFS Channels License. DFWHC shall take all reasonable steps to comply with the Communications Act of 1934 as amended and the rules and regulations of the FCC, and shall timely file all reports, schedules and/or forms required by the FCC to be filed by DFWHC.

2. ALLOCATION OF AIRTIME

(a) Excess Capacity Airtime. To the extent allowed by the FCC rules and regulations and any amendments thereof, DFWHC agrees to make available to CS the exclusive use of all Excess Capacity Airtime on the ITFS Channels. As used in this Agreement the phrase "Excess Capacity Airtime" means all airtime on the ITFS Channels apart from "DFWHC's Primary Airtime" and when applicable "DFWHC's Ready Recapture Airtime."

(b) DFWHC's Primary Airtime. DFWHC reserves for each channel licensed the minimum number of hours of airtime each week required by the FCC rules to be used for its ITFS scheduled programs. The minimum number of hours of weekly programming per six (6) MHz channel shall be twenty (20) hours. This airtime shall be known as "DFWHC's Primary Airtime."

(c) DFWHC's Ready Recapture Airtime. For any expanded ITFS programming need, DFWHC also preserves beyond DFWHC's Primary Airtime an additional twenty (20) hours of airtime each week (forty (40) total hours of Primary Airtime and Ready Recapture Airtime combined) for each licensed six (6) MHz channel to transmit qualified Instructional Programming. This airtime shall be known as "DFWHC's Ready Recapture Airtime."

(d) DFWHC's Use of ITFS Channels. DFWHC recognizes the mutual benefits and technological advantages of the use of encoding methods for program security, equipment signaling and individual addressability control over unauthorized equipment use. Subject to the limitations of Paragraph 18, CS will advise DFWHC of the

technological methods employed by its program security equipment. Neither party, by its own action, or through a third party, will utilize any part of the licensed frequency spectrum to create or operate a service that is in competition with the current, planned or future services provided by the other party. Notwithstanding the foregoing sentence, CS will not be precluded from distributing the programming of other ITFS licensees or entertainment, news, educational or public affairs programming (e.g. HBO, CNN, C-Span, The Learning Channel, The Discovery Channel) customarily distributed via television, cable or wireless cable television systems.

(e) Schedule of Airtime. Attached as Exhibit A is a schedule of airtime which depicts the agreement of the parties regarding the times for transmitting DFWHC's Instructional Programming on the ITFS Channels. This Agreement shall be known as "Schedule of Airtime." The parties agree that the Schedule of Airtime shall provide CS with the maximum number of six (6) MHz compressed digital video streams twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year (hereinafter referred to as "Full Time Channels") permitted by FCC rules, but in no event fewer than two (2) Full Time Channels. There shall be no economic or operational detriment borne by DFWHC arising from its use of DFWHC's Primary Airtime or DFWHC's Ready Recapture Airtime. DFWHC agrees to provide CS with ninety (90) days advance written notice of any intent to modify the Schedule of Airtime, ninety (90) days advance written notice of any intent to use up to eight (8) hours of DFWHC's Ready Recapture Airtime for each licensed channel and six (6) months advance written notice of any intent to use the remaining twelve (12) hours of DFWHC's Ready Recapture Airtime for each licensed channel.

(f) Signal Compression. If and when CS notifies DFWHC that digital compression technology is technically and financially feasible and advantageous, DFWHC and CS hereby agree to employ digital compression technology in the dissemination of programming and other material over the ITFS Channels, including in accordance with Paragraph 3 and provided that the changes to DFWHC's WLX-843 facility, including equipment and receive sites (the "Facility"), will be made in a manner that will not

disrupt DFWHC's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 3, or reception quality at DFWHC's receive sites as may from time-to-time be identified by DFWHC or in other technical problems, and will not curtail DFWHC Time, including Recapture Time specified in Paragraph 2(c). At CS's expense, CS shall provision each of DFWHC's receive sites and receive locations to receive the full array of DFWHC's ITFS Programming and transmissions.

The Parties agree to cooperate in making whatever modifications to DFWHC's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that DFWHC shall have received from CS prior written consent to any costs or expenses incurred by DFWHC associated with obtaining and implementing a modification of DFWHC's FCC authorizations, and with converting from analog to digital the then-current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of DFWHC's receive sites that CS is required, at its expense, to provide Standard Installation defined under Paragraph 4(a).

If DFWHC requests CS to install or convert to digital operation additional receive sites beyond the Primary Receive Sites, CS shall construct them and DFWHC shall reimburse CS for CS's actual costs, not to exceed five hundred fifty Dollars (\$550.00) for each such Additional Receive Site.

Following the conversion to digital technology, CS shall have the option of transmitting DFWHC's ITFS Programming and transmissions on the minimum number of compressed digital video streams necessary to fully accommodate DFWHC Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. DFWHC and CS further agree that, on the conversion of the mode of transmitting from analog to digital,

subject to and consistent with all applicable rules and policies of the FCC, DFWHC will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of usable spectrum authorized by DFWHC's Licenses, and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of usable spectrum authorized by DFWHC's Licenses. CS, at its expense, shall provide DFWHC with the capability to fully utilize the twenty-five percent (25%) of the total MHz of usable spectrum authorized by DFWHC's Licenses, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of usable spectrum. The functionality of the encoding capability CS is to provide DFWHC shall allow DFWHC to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel, and shall include compatible reception, demodulation and decoding equipment at each reception location receiving DFWHC's transmissions, including end-user equipment compatibility. DFWHC and CS shall mutually agree on the location and type of encoding equipment that will best meet DFWHC's needs. Should DFWHC determine to make spectrum available to CS on DFWHC's twenty-five percent (25%) of the total MHz of usable spectrum authorized by DFWHC's Licenses, such spectrum shall be available to CS subject to recapture by DFWHC of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall promptly make such recaptured spectrum available to DFWHC. Any reference to DFWHC Time hereunder shall include all time with respect to DFWHC's twenty-five percent (25%) of usable spectrum as specified hereunder. Any reference to CS Time shall include CS's seventy-five percent (75%) of usable spectrum hereunder.

Upon the conversion from analog to digital, the Subscriber Royalty Fees specified in Exhibit D, Paragraph (b) of this Agreement, shall be replaced by a royalty of four-tenths of one percent (0.4%) of User's Recurring Gross Monthly Subscription Revenues and the Minimum Guaranteed Royalty, which is based upon the User's Recurring Gross

Monthly Subscription Revenues, shall be one thousand two hundred Dollars (\$1,200.00) per month during the first year of the Term of this Agreement, two thousand Dollars (\$2,000.00) per month during the second year, three thousand two hundred Dollars (\$3,200.00) per month during the third year, and four thousand Dollars (\$4,000.00) per month during the fourth and subsequent years. As used herein, the term "User" means CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. As used herein, the term "Recurring Gross Monthly Subscription Revenues," means all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, lease or rent of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such other person derived from the operation of any such ITFS, MDS or MMDS ('MMDS'), such as, from bundled 'MMDS' and non-'MMDS' services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due DFWHC hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. DFWHC shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to DFWHC is due hereunder and shall be primarily liable to DFWHC for payment of any and all fees due under this Agreement.

(g) Signal Boosters. In order for CS to provide DFWHC the transmission quality and the reception quality to each of DFWHC's receive sites required by DFWHC's Licenses, FCC rules and regulations, and this Agreement, and to efficiently operate the wireless cable system in the Metropolitan Area and in order to implement digital compression technology, CS in consultation with, and with the consent of DFWHC, may determine that the construction of signal booster stations is necessary. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that, where

a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. DFWHC hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules.

(h) Channel Mapping and Channel Loading. Upon the submission by DFWHC of DFWHC's airtime usage requirements, as specified in Paragraph 2(b) above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels, or in the event CS has converted its Wireless System capacity pursuant to, and in accordance with, subparagraph 2(f), above, DFWHC agrees to shift its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the ITFS Channels via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of DFWHC Time so submitted and subject to providing the same or better quality of signal and reception to DFWHC's receive sites as may from time-to-time be identified pursuant to section 4(a). Prior to channel mapping or loading, CS shall provide advance notice to DFWHC of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses associated with the implementation of channel mapping or/and loading and to implement such channel mapping or/and loading in compliance with applicable FCC requirements.

(i) Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services ("Non-Video Services"). The Parties agree to mutually cooperate in the implementation of any Non-Video Services that may make use of the ITFS Channels, provided that: (i) DFWHC is given adequate time and the means to undertake any additional recapture and scheduling requirements that may then be required; and (ii) within the terms of this Agreement and applicable FCC requirements, DFWHC's ability

to offer non-competing Non-Video Services on DFWHC's time shall not be restricted or impaired.

(j) Technical Assistance. During the Initial Term under Paragraph 1(a) and during any additional term(s) of this Agreement, CS shall provide, upon reasonable request made by DFWHC from time to time, assistance to DFWHC in the implementation of Instructional Programming. Such assistance shall include recommendations as to system configuration and implementation, as to transmission of DFWHC Instructional Programming to DFWHC's Primary Receive Sites and Additional Receive Sites as provided in Paragraph 4(a) and Exhibit B, and as to the dissemination, from time to time as mutually determined by DFWHC and CS, of Instructional Programming through all the ITFS Channels (including those used by DFWHC for Instructional Programming and those used by CS for its commercial programming). CS agrees to use its best efforts to timely provide such technical assistance upon reasonable request of DFWHC.

3. TRANSMISSION SITE AND FACILITIES

(a) Transmission Site. DFWHC and CS have selected Preston Tower, 3320 Beltline Road, Dallas, TX (32 degree 51' 58" N. Latitude, 96 degree 48' 00" W. Longitude) as the mutually acceptable location for the transmission site for the provision of the services contemplated by this Agreement. This site shall hereinafter be described as the "Transmission Site." At CS's sole expense, CS shall contract for a lease of space at the Transmission Site. Furthermore, CS is obligated for the expense of placing into use one (1) 3.5 to 5.0 meter TVRO satellite receive antenna and a maximum of one (1) studio-to-transmitter microwave service link ("STL") capable of transmitting up to two signals simultaneously between DFWHC's Irving, Texas studio and the Transmission Site, or a mutually acceptable alternative. CS shall pay all reasonable expenses necessary for obtaining FCC authorization for such STL. In the first instance, CS shall make application for FCC authorization for such STL, and in the event CS is not eligible to hold the FCC authorization for such STL, CS shall prepare, on behalf of DFWHC, an application for FCC authorization for such STL. DFWHC may unilaterally relocate its

studio and the communication links at DFWHC's expense. The Transmission Site shall comply with the standards, specifications and regulations of the FCC rules and orders pertaining to DFWHC's ITFS License. With CS's assistance, DFWHC shall file the appropriate application with the FCC to secure authorization to operate the ITFS Channels from the Transmission Site.

(b) Construction. CS shall procure, arrange for, and pay all costs associated with engineering, purchasing, constructing, and installing the ITFS Channel facilities and equipment at the Transmission Site (collectively the "Site Installation"). The Site Installation shall be completed within the term specified by the FCC after grant of the collocation application. Such ITFS Channel facilities and equipment shall consist of Leased Equipment and Common Equipment.

(c) Operation and Maintenance. CS shall pay all costs associated with the operation and maintenance of the ITFS facilities and equipment. Subject to DFWHC's right to supervise the maintenance and operation of the ITFS facilities and equipment, CS shall maintain and operate the ITFS facilities and equipment in a condition sufficient to ensure compliance with all FCC rules and regulations.

(d) Interference. CS shall operate the ITFS facilities and equipment in such a fashion that does not create or increase interference to any FCC applicant, permittee or licensee entitled to protection under the FCC's rules.

(e) Alterations. Subject to DFWHC's written consent, which shall not be unreasonably withheld, CS, at its own expense, may make alterations or attachments to the ITFS facilities and equipment as may be reasonably required by the nature of its business from time to time; provided however, that such alterations or attachments do not violate any FCC rules and regulations, and provided further that FCC authorization, if required, is obtained in advance of any such alteration or attachment at the sole cost of CS. To the extent any FCC authorization pertaining to the ITFS facilities and equipment is required, DFWHC and CS agree to use their best efforts to obtain such authorization.

(f) Reception Equipment. CS may, at its sole cost and discretion and on terms and conditions of its choosing, install or cause to be installed such reception equipment as may be required, from time to time, in order for the general public, or any members thereof, to view the programs transmitted by the System.

(g) ITFS License. CS covenants that, at its sole cost and expense, it shall duly comply with all applicable laws, including all FCC requirements; and that it shall take all steps necessary to assist DFWHC maintain the ITFS License in force during the Term of this Agreement, including the renewal term; and that it shall, at all times during the Term of this Agreement, provide suitable space for the ITFS facilities and equipment.

(h) Licensee Control and Liability. Nothing herein shall derogate from such licensee control of operations of the ITFS Channels that DFWHC, as an FCC licensee, shall be required to maintain and CS acknowledges the reservation by DFWHC of such control.

4. ADDITIONAL CS SERVICES AND EQUIPMENT

(a) DFWHC's Receive Sites. Attached hereto as Exhibit B is a list of the receive sites designated by DFWHC to receive its Instructional Programming. Pursuant to this Agreement and a companion ITFS Airtime Royalty Agreement for the Fort Worth Texas, metropolitan area, CS shall be required to install, at its expense, no more than fifty (50) receive sites in both the Metropolitan Area and the Fort Worth, Texas metropolitan area ("Primary Receive Sites"); provided, however, that no more than thirty five (35) of such receive sites are located in either the Metropolitan Area or the Fort Worth, TX metropolitan area. In addition to the fifty (50) Primary Receive Sites, CS shall install, at the request of DFWHC, an additional fifty (50) receive sites in both the Metropolitan Area and the Fort Worth, Texas metropolitan area ("Additional Receive Sites") for DFWHC at CS's cost. Complete installation of the Primary Receive Sites shall be referenced herein as "Primary Installation," and complete installation of the first 50 Additional Receive sites shall be referenced herein as the "Additional Installation." The Primary Installation and Additional Installation shall be completed and operational after the conversion to digital and within 60 days of DFWHC's written request for installation

of the Receive Site(s). Notwithstanding the foregoing, DFWHC may install, at its own cost and expense, receive sites in addition to the Primary Receive Sites and the Additional Receive Sites. DFWHC shall have the sole discretion to determine the allocation of the Additional Receive Sites between the Metropolitan Area and the Fort Worth, TX, metropolitan area. Exhibit B may be amended from time to time to include new Additional Receive Sites. These Primary Receive Sites and Additional Receive Sites shall be installed with a Standard Installation. As used herein for the purposes of this Agreement, the phrase "Standard Installation" shall mean an installation consisting of the placement of the ITFS/MMDS receiving antenna at an elevation not to exceed thirty (30) feet above the base mounting location, which could normally receive the line of sight transmission from the Transmission Site, the coupling thereto of a block down converter, one channel selector decoder, and a sufficient amount of transmission line (coaxial cable) to connect the received Instructional Programming to (I) a single classroom at the receive site or (II) the receive site internal distribution system. Such Standard Installation shall also include any necessary descrambling equipment for one (1) television set at each receive site. DFWHC shall provide CS with thirty (30) days written notice of any modification to Exhibit B. If, as a result of any relocation of the Transmission Site, the equipment at the Primary Receive Sites must be reoriented, CS shall reorient such Primary Receive Sites at CS's expense. If, as a result of any relocation of the Transmission Site the equipment at the Additional Receive Sites must be reoriented, CS shall, at DFWHC's request, reorient the Additional Receive Sites for DFWHC at CS's cost.

(b) Maintenance of Receiving Sites. Unless the maintenance is required because of the misuse or negligence of DFWHC or its agents, CS shall maintain at its expense the reception equipment at the Primary Receive Sites. If requested by DFWHC, CS shall maintain the Additional Receive Sites for DFWHC at CS's cost. CS shall not be responsible for maintenance of any receive site internal distribution system.

5. LEASE OF EQUIPMENT

DFWHC shall lease from CS certain transmission equipment during the Term of this Agreement for the sum of \$1.00 per year. A list of such transmission equipment is attached hereto as Exhibit C and incorporated by reference herein (hereinafter "Leased Equipment"). The parties reserve the right to amend Exhibit C to add necessary transmission equipment. DFWHC shall have no responsibility for the loss of, or damage to, the Leased Equipment during the Term of this Agreement. CS shall bear all such responsibility for the loss of, or damage to, the Leased Equipment during the Term; provided, however, that DFWHC shall be liable for any loss or damage to the Leased Equipment caused by any intentional or negligent act of DFWHC, its agents, affiliates, representatives or invitees.

6. FEES

(a) Analog Subscriber Royalty Fees. Beginning with the Start Date as defined in Paragraph 12 below, and continuing thereafter during the Term of this Agreement, unless replaced as specified in Paragraph 2(f), CS shall pay to DFWHC the Subscriber Royalty Fees provided in Exhibit D, which is attached herewith and incorporated by reference herein. All computations of Subscriber Royalty Fees herein shall be based upon the average number of subscribers subscribing to any of CS's television programming basic service offering. As used herein, the term "Subscriber" means a person who is paying for CS's basic (first tier or entry level) programming service. For purposes of this Paragraph, the average number of subscribers shall equal the number of subscribers as of the last day of the prior month plus a number of subscribers as of the last day of the current month, divided by two. For purposes of this Paragraph, in situations where programming is sold in bulk (that is, where a number of viewing units are grouped for billing purposes- such as may be the case with hotels and some multiple dwelling units), the number of equivalent subscribers shall be determined by dividing the total monthly revenue derived from such bulk billing points by the prevailing retail monthly rate for the equivalent programming service to individual subscribers in the Metropolitan Area.

(b) Analog Subscriber Performance Fees. CS agrees to pay those Performance Bonus Payments as described in Exhibit D.

(c) Payment. The payment of the Subscriber Royalty Fee shall be made by the tenth of each and every month.

(d) Attorney's Fees. CS shall reimburse legal fees incurred by DFWHC for renegotiating this Agreement up to \$3,750 within thirty (30) days of receipt of documentation of such legal fees.

(e) Signing Bonus. CS will pay DFWHC a signing bonus in the amount of forty-seven thousand five hundred Dollars (\$47,500.00) within sixty (60) days of DFWHC's execution of this Agreement as compensation to DFWHC for entering into this Agreement.

(f) Minimum Guaranteed Royalty Fee. During the Initial Term under Paragraph 1(a) and during any additional term(s) of this Agreement, CS agrees that the signing bonus in Paragraph 6(e), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the Minimum Guaranteed per channel Royalty Fee paid to DFWHC pursuant to Paragraphs 2(f), is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and Minimum Guaranteed per channel Royalty Fee that CS will pay to any other ITFS licensee in the Fort Worth or Dallas Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify DFWHC of such higher per channel signing bonus and per channel fees, and the per channel signing bonus described in Paragraph 6(e) and the per channel monthly fees described in Paragraphs 2(f) and herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

7. CONTROL OVER PROGRAMMING

DFWHC shall determine what programming is to be shown during DFWHC's Primary and Ready Recapture Airtime. CS intends that only programming of a sort which would not serve to place DFWHC's regulatory status or reputation in the community in jeopardy will be transmitted by CS on the ITFS Channels. The parties recognize the difficulties inherent in specifying exact standards in this paragraph but believe that good faith efforts on both sides can overcome whatever differences may arise. In an attempt to minimize disputes, it is agreed that CS shall have the right to market the programming provided by the networks and services listed on Exhibit E. If however the programming content of any of the networks and services listed on Exhibit E materially changes, DFWHC shall have the right, upon fourteen (14) days notice, to deny CS the right to continue transmitting such network's programming on the ITFS Channels or demand that both audio and video elements of such programming and services be scrambled to DFWHC's reasonable satisfaction so they are not viewable at DFWHC receive sites. If CS proposes to transmit the programming of any new programming service not listed on Exhibit E, then CS shall notify DFWHC in writing specifying in detail the nature of the new programming service and DFWHC shall have the right, upon written notice served upon CS within thirty (30) days after DFWHC's receipt of such notice from CS, to deny to CS the right to transmit such new programming service if said programming is X-rated or rated NC-17, obscene as defined in the laws of the United States or the laws in the States in which DFWHC's ITFS Channels are viewable or violates the FCC rules and regulations. If no such denial notice is received by CS within such thirty (30) days, CS shall be authorized to transmit all such programming services for which no denial notice is received.

8. PROSECUTION OF PETITIONS, AUTHORIZATIONS AND LICENSES

(a) Best Efforts to Secure Approval of this Agreement. The Parties recognize that certain approvals will be required from the FCC in order to effectuate this Agreement. Both Parties shall use their best efforts to prepare, file and prosecute before the FCC all petitions, waivers, applications and other documents necessary to secure any

FCC approval required to effectuate this Agreement. CS shall assist in the preparation and prosecution of such applications and shall pay all filing fees, attorney's fees, engineering fees and all other expenses in connection therewith. To the extent required by any FCC application, DFWHC also agrees to cooperate with CS's efforts to cause other ITFS, MMDS, and MDS operators to collocate at the Transmission Site. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both Parties have reviewed such filing prior to its submission and given consent to such filing, such consent not to be unreasonably withheld.

(b) Further Efforts. Throughout the Term of this Agreement, DFWHC shall use its best efforts to obtain and maintain in force all licenses, permits and authorizations required for CS and DFWHC to use the ITFS Channels as contemplated by this Agreement. When mutually agreed to by the Parties and at CS's sole expense, DFWHC shall apply for, and use its best efforts to obtain, those reasonable License modifications which would assist CS in its business. DFWHC also shall consider filing, at CS's sole expense, such reasonable protests, comments or other petitions to deny against any other ITFS, MMDS, and/or MDS applications or amendments as may be requested by CS in the mutual best interests of the Parties and the public. DFWHC and CS shall promptly notify each other of any event of which it has knowledge that may affect any of the licenses, permits or authorizations affecting the ITFS Channels.

(c). Cooperation on Interference Issues. DFWHC agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which DFWHC would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 6 of this Agreement and (b) have a material adverse effect on the transmission of any of DFWHC's signals or any other required signals hereunder to DFWHC's receive sites or the reception of any such signal at DFWHC's receive sites.

(d) Best Efforts to Secure Hospital Contract. Upon request by CS, DFWHC will use its best efforts to determine if (a) member hospital(s) is(are) interested in obtaining

competitive patient entertainment programming. DFWHC will use its best efforts to assist CS in contacting the member hospital(s) to commence negotiating such an agreement. If CS provides a bulk rate discount to such member hospital(s), the Subscriber Royalty Fees will be determined in accordance with Paragraph 6 of this Agreement.

(e) Omnidirectional Antenna and Protected Service Area. DFWHC agrees to request the use of an omnidirectional antenna and request the establishment of a Protected Service Area as provided by the FCC's rules.

9. REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties of DFWHC. DFWHC represents and warrants to CS as follows:

(I) Organization. DFWHC is a duly organized 501(c)(6) nonprofit corporation and has full power and authority to carry out all of the transactions contemplated by this Agreement and all other agreements, certificates or instruments executed and delivered in connection herewith.

(II) No Violation. Neither the execution nor delivery of this Agreement or any other agreements, certificates or instruments executed and delivered herewith, nor the performance of the transactions contemplated hereby, constitutes or will constitute a violation of, be in conflict with, or constitute a default under, any term or provision of the governing instrument of DFWHC or any agreement or commitment to which DFWHC is bound, or any judgment, decree, order, regulation or rule of any court or governmental authority, or any statute of law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Agreement or any other agreements, certificates or instruments executed and delivered herewith or with the performance of the transactions contemplated hereby and thereby.

(b) Representations and Warranties of CS. CS represents and warrants to DFWHC as follows:

(I) Organization. CS is duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in Texas; and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement, and all other agreements, certificates or instruments executed and delivered by CS in connection herewith.

(II) Corporate Action; Valid and Binding Agreement. CS has taken all corporate action necessary to authorize the execution and delivery of this Agreement and all other agreements, certificates or instruments executed and delivered in connection herewith. Upon execution and delivery, this Agreement and all other agreements, certificates or instruments executed and delivered by CS in connection herewith will constitute valid and binding agreements of CS enforceable in accordance with their respective terms.

(III) Material Documents. CS has made, and in the future will make, available to DFWHC for inspection and copying all filings made with the Securities and Exchange Commission. DFWHC shall hold all non-public information obtained from the foregoing documents in confidence, except as may be necessary for the enforcement of its rights under this Agreement or except pursuant to any legal requirements.

(c) Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall be deemed to be continuing during the Term of this Agreement, and each Party shall have the duty promptly to notify the other of any event or circumstance which might reasonably be deemed to constitute a breach of or lead to a breach of its warranties or representations hereunder. The waiver by either Party of any breach of any representation or warranty or any failure to fulfill any condition, covenant, or other obligation or liability under this Agreement or any other agreements, certificates or instruments executed and delivered herewith shall not constitute a waiver or any other representation or warranty or of any failure in the future by the other Party to fulfill such representation, warranty, condition, covenant, obligation, or liability hereunder or thereunder.

10. TERMINATION

(a) Termination of FCC Authorization. This Agreement shall terminate in the event that for any reason (I) DFWHC shall not be licensed on the leased ITFS Channels or (II) the FCC shall terminate DFWHC's authority to lease the ITFS Channels in accordance with the terms of this Agreement.

(b) Termination by Reason of Default or Nonperformance. If CS fails to perform any obligation under the provisions of this Agreement and CS fails to cure such default within thirty (30) days of the receipt of written notice from DFWHC specifying the element(s) of such default, then CS shall be in breach of this Agreement. In that event, DFWHC may, at its option, terminate the ITFS Airtime Royalty Agreement. If DFWHC defaults in its obligations under this Agreement and continues in such default for a period of thirty (30) days after receipt of written notice from CS specifying the element(s) of such breach, then DFWHC shall be in breach of this Agreement. In that event, CS may, at its option, terminate the ITFS Airtime Royalty Agreement. For purposes of this subparagraph, if a default cannot reasonably be cured within thirty (30) days after receipt of notice from the non-defaulting party, but the party alleged to be in default begins and diligently pursues steps toward curing the default within such thirty (30) days, no breach will result.

(c) Remedies to Continue. In the event of termination of this Agreement pursuant to Paragraph 10(a) or (b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of a breach or default of this Agreement.

11. GENERAL TRANSFER OF RIGHTS AND OBLIGATIONS

With the prior written consent of DFWHC, such consent not to be withheld unreasonably or withheld for consideration not otherwise due, CS shall have the right to assign or transfer all or a portion of its rights, benefits, duties and obligations under this Agreement as well as the right to assign its rights, benefits, duties and obligations under this Agreement as collateral for any financing arrangements it makes. CS shall also have

the right to pledge the Leased Equipment as collateral security for any loans it makes; provided however, that any pledge of the Leased Equipment shall be made subject to the provisions of this Agreement and provided further that upon the transfer of any equipment to DFWHC pursuant to the terms of this Agreement, such transfer shall be made free and clear of all liens and encumbrances. Prior to encumbering any property leased to DFWHC hereunder, CS shall deliver, in form and substance satisfactory to DFWHC, a subordination agreement pursuant to which the lending institution or other party, as the case may be, acknowledges and agrees to be bound by the terms of this Agreement relative to the transfer and lease of any equipment. CS agrees to execute any financial statements or security agreements under the Uniform Commercial Code that DFWHC may require to evidence DFWHC's secured market interest in the Leased Equipment. CS shall further have the right to subcontract any portion or all of its obligations under this Agreement to any partnership, joint venture, corporation or entity which CS may choose, provided that no such subcontracting shall release CS from fulfilling all of its obligations under this Agreement. DFWHC shall not assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of CS, such consent not to be withheld unreasonably or withheld for consideration not otherwise due.

12. START DATE For the purpose of this Agreement, the Start Date shall be that date first written above.

13. INDEMNIFICATION

To the extent permitted by state and federal law and its charter or by-laws, DFWHC shall forever protect, save and keep CS and its permitted successors and assigns harmless and indemnify CS against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever, including reasonable attorney's fees, arising directly or indirectly out of (I) the negligence or willful misconduct of DFWHC, its agents or employees in connection with the performance of this Agreement or (II) any programming transmitted by DFWHC during any of DFWHC's Primary or Ready Recapture Airtime.

To the same extent DFWHC is permitted by law to indemnify CS, CS shall forever protect, save and keep DFWHC and its permitted successors and assigns harmless and indemnify DFWHC against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever, including reasonable attorneys' fees, which arise directly or indirectly out of (I) the negligence or willful misconduct of CS, its agents or employees in connection with the performance of this Agreement, (II) any programming transmitted by CS pursuant to this Agreement, (III) any and all dealing by CS or any of its authorized agents or subcontractors with the public, third parties and subscribers to CS's programming service or (IV) any maintenance, installation or other work performed by CS or any authorized agent or subcontractor under this Agreement.

Each party shall notify the other of any such claim promptly upon receipt of same. Either party (hereinafter referred to as the "Indemnitor" or the "Indemnatee" as appropriate) shall have the option to defend, at its own expense, any claims arising under this paragraph. If Indemnitor assumes that defense of any such claim, Indemnatee shall delegate complete and sole authority to the Indemnitor in the defense thereof.

14. INSURANCE

CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and DFWHC's obligations under this Agreement, including, without limitations: casualty insurance covering the Transmission Facilities in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or DFWHC's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000.00) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000.00) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000.00); and all workers' compensation, automobile liability and similar insurance required by law. Upon request, CS shall furnish DFWHC with suitable documents evidencing such current insurance policies. DFWHC

shall maintain and pay all costs for Broadcaster's Liability Insurance for DFWHC's programming transmitted over the Wireless System. Upon request, DFWHC shall furnish CS with suitable documents evidencing such current insurance policies

15. RELATIONSHIP OF PARTIES

DFWHC and CS by the provisions of this Agreement will enter an airtime use relationship and not a joint venture. They will carry out this Agreement to preserve that intent. Neither party shall present itself as the other party, nor as having any relationship with one another, except as DFWHC and CS under the terms of this Agreement.

16. PURCHASE AND LEASE OPTIONS

(a) DFWHC's Option to Purchase Leased Equipment. DFWHC shall have the option to purchase the Leased Equipment as follows:

(I) CS's Default. If this Agreement is terminated by reason of CS's default, DFWHC shall have the option to purchase the Leased Equipment used exclusively for DFWHC's ITFS Channels, free and clear of all liens and encumbrances, for the sum of One Dollar (\$1.00). Any equipment which is used in a shared fashion, (such as transmit antenna, decoders, combiners which equipment is for purposes of this Agreement referred to as "Common Equipment") in providing signals other than DFWHC's signals is excluded from this option to purchase.

(II) DFWHC's Default. If this Agreement is terminated by reason of DFWHC's default, DFWHC shall have the same option to purchase the Leased Equipment described in Paragraph 16(a), free and clear of all liens and encumbrances, except that the price to be paid shall be the lesser of (I) the initial costs, including installation and engineering cost, for the Leased Equipment or (II) the cost to replace the Leased Equipment at the time of the exercise of the option.

(III) Termination Without Default. If this Agreement is terminated for reasons other than the default of either party, then DFWHC shall have the right to purchase the Leased Equipment, free and clear of any liens and encumbrances, for the then fair market value of the Leased Equipment. If within thirty (30) days of the

termination of this Agreement the parties cannot agree upon the fair market value, the Parties shall each select an arbitrator who shall in turn together select a third arbitrator. The decision of a majority of the three arbitrators shall bind the Parties as to the value of the Leased Equipment. The cost of the arbitrators shall be borne equally by the Parties.

(b) DFWHC's Option to Purchase Common Equipment. DFWHC shall have the option to purchase the Common Equipment as follows:

If this Agreement is terminated for reasons other than the default of either party or by reason of CS's default, DFWHC shall have the option to purchase the Common Equipment used and necessary for the transmission of ITFS Programming on the ITFS Channels; provided that, any other licensee using the Common Equipment shall have the right to purchase its pro rata share of the Common Equipment. The price to be paid for the Common Equipment shall be the fair market value of the Common Equipment.

(c) DFWHC's Option to Lease Common Equipment. If this Agreement is terminated for reasons other than the default of either party or by reason of CS's default, DFWHC shall have the option to lease the Common Equipment used and necessary for the transaction of ITFS Programming on the ITFS Channels for a period of six (6) months after the date of such termination for the sum of One Dollar (\$1.00). To exercise its right to purchase or lease under Paragraphs 16(a), (b), and (c), DFWHC shall provide CS with notice of its intent to purchase the Leased Equipment and/or the Common Equipment or lease the Common Equipment within thirty (30) days of the termination of the Agreement. The intent of these purchase options is to provide DFWHC with the capability of continuing to perform under its ITFS License.

(d) CS's Option to be Assigned the License. If, during the terms of this Agreement, the FCC modifies its rules so as to enable CS to be licensed to operate on the ITFS Channels, CS shall have a right of first refusal to be assigned, by the FCC, any of such Licenses, subject to the same terms and conditions as the right provided for in Paragraph 1(b), should DFWHC desire to assign the License to a third party.

17. OBLIGATION TO TRANSMIT

Nothing in this Agreement shall be construed to create a duty on the part of DFWHC or CS to actually transmit any minimum number of hours of programming, except as required by FCC rules and regulations.

18. NON-DISCLOSURE

DFWHC acknowledges that there may be made available to it pursuant to this Agreement proprietary information of CS relating to the encoding and/or decoding system associated with the ITFS Channel equipment and its patented processes including, but not limited to, improvement, innovations, adaptations, inventions, results or experimentation, processes and methods, whether or not deemed patentable, and certain business and marketing techniques (all herein referred to as "Confidential Information"). DFWHC acknowledges that this Confidential Information has been developed by CS at considerable effort and expense and represents special, unique and valuable proprietary assets of CS, the value of which may be destroyed by unauthorized dissemination. Accordingly, DFWHC covenants and agrees that, except as may be required for the performance of this Agreement, neither it nor any of its agents or affiliates shall disclose such Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, such undertakings to be enforceable by injunctive or other equitable relief to prevent any violation or threatened violation thereof. Likewise, CS covenants and agrees that except as may be required for the performance of this Agreement, neither it nor any of its agents or affiliates shall disclose information provided to it by DFWHC comparable to the Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, such undertaking to be enforceable by injunctive or other equitable relief to prevent any violation or threatened violation thereof.

19. FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to perform its obligations hereunder, the party shall not be deemed in violation or default of this

Agreement during the period of such inability. As used herein, the phrase "Force Majeure" shall mean the following: act of nature; acts of public enemies; orders of any branch of the government of the United States of America, any state or any political subdivision thereof which are not the result of a breach of the Agreement; orders of any military authority; insurrections; riots; epidemics; fires; civil disturbances; explosions; or any other cause or event not reasonably within the control of the adversely affected party.

20. CONDITION PRECEDENT

This Agreement is conditioned upon approval by the FCC.

21. NOTICE

Any notice required to be given by DFWHC to CS under any provision of this Agreement shall be delivered personally or by certified mail to CS at the address first written above. Any notice required to be given by CS to DFWHC shall be delivered personally or by certified mail to DFWHC at the address first written above.

22. PAYMENT OF EXPENSES

Each Party shall pay its own expenses incident to fulfilling this Agreement except as otherwise provided herein. Where provided by this Agreement, CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement; provided that, DFWHC shall have received from CS prior written consent to any costs or expenses incurred by DFWHC.

23. SEVERABILITY

Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall remain in effect.

24. ANNOUNCEMENTS

No announcement to the media of the transactions contemplated herein shall be made by either party unless the same shall be approved in advance in writing by both CS and DFWHC.

25. FURTHER ACTION

From time to time after the date of execution hereof, the Parties shall take such further action and execute such further documents, assurances and certificates as either Party may reasonably request of the other in order to effectuate the purposes of this Agreement and the agreements executed and delivered in connection herewith. In addition, each Party agrees that it will not take any action which would adversely affect the rights granted by it to the other Party.

26. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws in the State of Texas. CS and DFWHC shall comply with all federal, state, municipal and local laws, rules and regulations applicable to this Agreement.

27. COUNTERPARTS

This Agreement may be executed in one or more counterpart each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall be effective when each Party hereto shall have delivered to it this Agreement duly executed by each of the other Parties hereto.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior oral or written provisions of any kind. Specifically, this Agreement terminates the Lease with respect to the ITFS Channels, and extinguishes either party's rights and duties under the Lease with respect to the ITFS Channels. DFWHC further waives any rights granted to it under the Lease upon termination of the Lease. The parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

29. CHANGE IN LAW. In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have significant adverse impact on either party hereto in connection with the performance of this Agreement, or in

the event that performance of this Agreement, or in the event that performance by either party of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute, regulation or otherwise be deemed illegal, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective not later than fifteen (15) days after receipt of written notice of such request for negotiation. If the parties fail to reach an agreement satisfactory to both parties within fifteen (15) days of the request for renegotiation, either party may elect to refer such question for determination by an impartial arbitrator. Such arbitrator shall be chosen either by agreement of CS and DFWHC at the time such question arises, or, at the option of either party, by referring the question to the American Arbitration Association with instructions that the American Arbitration Association select a single arbitrator under a request from the Parties for expedited and accelerated determination. The determination of the arbitrator chosen under either option contained in this subparagraph shall be final and binding upon CS and DFWHC. The parties shall share equally in the costs and fees of such arbitration.

30. RIGHT TO AUDIT.

CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to DFWHC's charges hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by DFWHC or its agent. No records or other material may be removed from CS's premises, and DFWHC will not acquire title and/or any rights to any information revealed as a result of the audit. DFWHC's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by DFWHC of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of DFWHC and shall not preclude DFWHC or CS thereafter from disputing the accuracy of any such statement or payment. Any statement not challenged within twelve (12) months of the date such statement is tendered to DFWHC shall be final and dispositive. All

information obtained by DFWHC during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws. CS shall provide DFWHC with all cooperation as necessary for such audits. Each party shall bear its own expenses incurred in the conduct of such audits.

IN WITNESS WHEREOF, the Parties have hereto executed this ITFS Airtime Royalty Agreement as of the day and year first above written.

ATTEST:

DALLAS FORT WORTH HOSPITAL COUNCIL

NAME

TITLE

Robert J. Hester
Executive President

ATTEST:

CS WIRELESS SYSTEMS, INC.

Thomas W. Dixon

Thomas W. Dixon
Senior Vice President

REC'D & INSPECTED

JAN 24 2002

FCC-66 MAIL ROOM

Dallas, TX

E Group

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WMY464

Licensed to Nextel

Dallas, TX

F Group

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KWU30

Licensed to Nextel

Dallas, TX

G1, G2, G3

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WHR830

EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the 3rd day of December, 1996, by the Dallas County Community College District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business at 4343 N. Hwy. 67, Mesquite, Texas 75150-2095, and CS Wireless Systems, Inc., Delaware corporation (hereinafter "CS") having its principal place of business at 200 Park Place Suite 202, Plano, Texas 75075 (hereinafter collectively the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable" operations, as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-830, channels G1 (2644-2650 MHz), G2 (2656-2662 MHz), and G3 (2668-2674 MHz) (the "WHR-830 Facility") in the Dallas, TX metropolitan area ("Metropolitan Area"), and the construction permittee of WNC-582, channels A1 (2500-2506 MHz), and A2 (2512-2518 MHz) (the "WNC-582 Facility") in the Metropolitan Area as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License(s)");

WHEREAS, Institution, as Licensee, uses and intends to use the ITFS Channels authorized under the Licenses to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the Licenses and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing video programming entertainment via Wireless Cable ("Wireless Cable service"), intends to provide Wireless Cable service and other service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently co-located channels through which CS intends to provide Wireless Cable service and other service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable service and other service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term:

(a) The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, the occurrence of such execution and delivery hereinafter referred to as "execution", and shall continue for a period of five (5) years ("Initial Term"), subject to the provisions for termination contained in Paragraph 13, provided however, that this Agreement is contingent upon the renewal of Licensee's Licenses for any period of time during which such five (5)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) At the end of the initial term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for three (3) additional five (5)-year terms, contingent upon the renewal of Licensee's Licenses for any period of time during which any such additional five (5)-year term extends beyond the term of a License

currently remaining at the commencement of such additional five (5)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial five (5)-year term or any such additional five (5)-year term, that it elects not to renew this Agreement under this paragraph.

(c) In the event this Agreement is not renewed pursuant to Paragraph 1(b), either Party may, five (5) months prior to the end of the initial five (5)-year term or any such additional five (5)-year term, notify the other in writing that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement for a period of five (5) years. If, four (4) months before the end of the initial five (5)-year term or any such additional five (5)-year term the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity to prudently avail itself of alternative distribution facilities upon the expiration of this Agreement. However, if CS was not in Material Default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

2. Lease of Excess Capacity.

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Paragraphs 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable service or commercial services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with one hundred eighty (180) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least four (4) months in advance of any proposed changes in its air time usage requirements. Institution hereby covenants and agrees

that during the first two years it will use at least twenty (20) hours per week on each of the ITFS Channels comprising the WHR-830 Facility and at least twelve (12) hours per week on each of the ITFS Channels comprising the WNC-582 Facility, but, except as provided in paragraph 2(e) and except as provided in this Paragraph 2(b), it will not use more than forty (40) hours per week on each of the ITFS Channels. The remaining time shall be available to CS for CS Time. To the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis. Institution Time on Channels G1, G2, and G3 shall include the time period from 6:00 a.m. through 11:00 p.m. Monday through Friday and Institution Time on Channel A1 shall include the time periods from 6:00 a.m. through 10:00 a.m. and 4:00 p.m. through 12:00 a.m. Monday through Friday regardless that such Institution Time exceeds forty (40) hours per week on such ITFS Channels.

(c) Recapture Time. Institution further has the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty-eight (28) hours per week on each ITFS Channel comprising the WNC-582 Facility and an additional twenty (20) hours per week on each ITFS Channel comprising the WHR-830 Facility, or a total of forty (40) hours per week on each of the ITFS Channels with no economic or operational detriment to Institution ("Recapture Time"). The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Paragraph 2(b). Any portion of Recapture Time that is not recaptured by Institution pursuant to such six (6) month advance written notice remains subject to recapture by subsequent six (6) month advance written notice(s) from Institution to CS.

(d) If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Institution Use of Excess Capacity. In the event Institution desires to utilize ITFS Programming more than forty (40) hours per week with respect to Channel A2 or more than the Institution Time specified in Paragraph 2(b), above with respect to Channels G1, G2, G3 and A1, Institution shall provide CS with six (6) months advance written notice of its request for specific additional air time hours. CS shall be under no obligation to provide Institution with such additional air time hours. If CS chooses to make such additional air time hours per week per channel available to Institution, then CS, at its option, may fulfill Institution's request through signal compression technologies.

(f) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming and other material over the ITFS Channels, including in accordance with Paragraph 4 and provided that the changes to Institution's WHR-830 Facility and Institution's WNC-582 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Paragraph 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in paragraph 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with paragraphs 2 (f), 2(h), 3 and 4(e). As provided in Paragraph 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under paragraph 4(e).

If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those for which CS is required, at its expense, to provide Standard Installation under paragraph 4(e), CS shall construct or and convert such additional receive sites to provide Standard Installation, defined in Paragraph 4(e), below, for digital operation whereupon Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed Five Hundred Fifty Dollars (\$550.00) for each such additional receive site. CS shall obtain reimbursement from Institution from such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in paragraph 7 or the royalty specified in this paragraph 2(f), which ever is in effect at the time. At Institution's option, including as provided in Paragraph 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost including equipment to be provided by CS at Institution's request, to be reimbursed to CS

from Institution's Subscriber Royalty Fee specified in paragraph 7 or the royalty specified in this Paragraph 2(f).

Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's Licenses. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall promptly make such recaptured spectrum available to Institution. Any reference to Institution Time hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time shall include CS's seventy-five percent (75%) of spectrum hereunder.

Upon the conversion of the mode of transmitting from analog to digital, the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee specified in Paragraph 7 of this Agreement shall be modified as follows, CS to pay Institution the modified fee which is greater: the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee shall be replaced by a royalty of Five-tenths of One Percent (.5%) of User's Recurring Gross Monthly Subscription Revenues and the Minimum Guaranteed Royalty shall be One Thousand Five

Hundred Dollars (\$1,500.00) per month during the first year of the Term of this Agreement, Two Thousand Five Hundred Dollars (\$2,500.00) per month during the second year, Four Thousand Dollars (\$4,000.00) per month during the third year, and Five Thousand Dollars (\$5,000.00) per month during the fourth and subsequent years. By "User" is meant CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. By "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such other person derived from the operation of any such ITFS, MDS or MMDS ('MMDS'), such as, from bundled 'MMDS' and non-'MMDS' services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(g) In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's Licenses, by FCC rules and regulations, and by this Agreement or and to efficiently operate the Wireless Cable System in the Metropolitan Area or and in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations are necessary. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules. Institution shall be the licensee of any signal booster station retransmitting the ITFS Channels to Institution's receive sites identified from time-to-time in Paragraph 4(e) (Schedule A). Any such signal booster station licensed to Institution shall be Leased Equipment as specified in and pursuant to Paragraphs 4(b) and 11 and shall be subject to the purchase option in Paragraphs 4(c) and (d).

(h) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in paragraph 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WNC-582 Facility or its WHR-830 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance

with subparagraph 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unbridgeable right to recapture, as defined in subparagraph 2(c) above, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to five channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to five channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in paragraph 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with paragraphs 2(e) and 3. Notwithstanding the foregoing, during the first two years of operation of the WNC-582 Facility, Institution's right to recapture shall include a minimum of twenty-eight (28) hours per channel per week with respect to the ITFS Channel's compromising the WCN-582 Facility. Institution shall have the right under this Paragraph 2(h) to recapture such time as is consistent with its schedule of airtime usage requirements specified in Paragraph 2(b). Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorneys' fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

(i) CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. In addition, CS shall pay Institution's reasonable legal fees and reasonable related expenses incurred in connection with Institution's consideration and negotiation of this Agreement not to exceed \$7,500.00.

3. Distribution of Institution's Programming. During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Paragraph 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to paragraph 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period subject to the following requirements: The promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content in CS's sole discretion, which approval shall not be unreasonably withheld, (iii) inserts will be of a size and material compatible with other CS inserts as determined by CS, (iv) Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

(c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Paragraph 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the

Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in paragraphs 2(f) and 2(h), hereunder "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable service availability in the Metropolitan Area. CS shall "install" (as defined in paragraph 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall not exceed a monthly rate of one-sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS assesses and collects such charges from its similarly situated subscribers to its Wireless Cable service, based on its standard schedules of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable service customers. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in paragraph 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt "installation" to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to "install" or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and to credit such cost against Institutions royalty fee and Subscriber Royalty Fee specified in Paragraphs 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or

incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL/TSL Facilities.

(a) Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that the Preston Towers, 6211 W. Northwest Highway, Dallas, Texas, at coordinates Latitude 32-59-22 North; Longitude 96-44-59 West (the "Preston Towers Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Preston Towers Site will provide the same or better quality signal to Institution's receive sites specified in paragraph 4(e), but in no event less than as reliable a signal as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Preston Towers Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in paragraph 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the Preston Tower Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in paragraph 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner, including the use of fiber if necessary, to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the Licenses as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site as provided in this paragraph 4(a).

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Paragraph 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Paragraph 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in paragraph 4(d), below. Institution's sublease or assumption rights of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-830 Facility and the WNC-582 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. In no case shall CS construct the WNC-582 facility later than June 1, 1998. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-830 Facility and the WNC-582 Facility at the Transmission Site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned.

At CS's sole expense, and upon execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with full right of sublease or assumption for such term, including any renewal term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-830 Facility and for the WNC-582 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f) and otherwise for Institution to meet its obligations as Licensee (the "'premises'"). CS's contract for lease of space at the Transmission Site shall designate Institution as a named, approved sublessee or shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for one dollar (\$1.00) per month while this agreement is in effect. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to and securing of the WHR-830 Facility and the WNC-582 Facility, including the transmitters, all other equipment, and ITFS

operational areas, including sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-830 Facility and the WNC-582 Facility, generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Paragraph 2(f) pursuant hereto.

(b) CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Paragraph 4(e) hereof. Except as provided in Paragraph 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." (A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Paragraphs 4(c) and (d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-830 Facility or and its WNC-582 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-830 Facility and of the WNC-582 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) In the event that this Agreement terminates due to a Material Breach by CS, as defined in Paragraph 13(b) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and STL/TSL associated with Institution's WHR-830 Facility and with its WNC-582 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years if this Agreement has been automatically renewed pursuant to Paragraph 1(b), otherwise over five (5) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of fifty (50) (twenty five [25] current installs and an additional twenty five [25]) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned with necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Paragraphs 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the once -'installed' fifty (50) receive sites desired by Institution shall be 'installed' by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed Three Hundred Dollars (\$300.00) for an analog mode Standard Installation as defined herein, and, as provided in Paragraph 2(f), not to exceed Five Hundred Fifty Dollars (\$550.00) for a digital mode Standard Installation as defined herein, for the 'installation,' unless the 'installation' is comparable to the standard installation CS would provide to its commercial Wireless Cable service subscribers, in which case the charge to Institution for such Standard Installation would be CS's customary charge to its commercial Wireless Cable service subscribers for such a standard installation, if lower. The cost of a Standard Installation to be charged to Institution hereunder shall be charged as a deduction from the applicable royalty fee or Subscriber Royalty Fee as may then be due in accordance with paragraphs 2(f) and 7(b). Institution shall retain title to the receive site equipment 'installed' at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and 'installation' of equipment. Including in accordance with Paragraph 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability using software provided by CS to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense. A Standard Installation shall include the 'installation' of the ITFS receiving antenna and all related equipment in a manner that meets

the FCC protection requirements of Institution's respective receive sites at an elevation (not to exceed thirty (30) feet above the base mounting location, with respect to new sites and existing sites at or below thirty (30) feet above the base mounting location, and not to exceed the current elevation with respect to existing sites above thirty (30) feet above the base mounting location,) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial or fiber cable) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system, and (iii) up to five (5) block down converters and up to five (5) channel selector decoders at the ten (10) 'College District' locations identified in Schedule A. "Standard Installation" shall also include 'installation' of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in paragraphs 2(f), 2(h) and 3. Institution shall have the option to 'install' its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified in this Paragraph and Paragraph 2(f) or at no cost if CS would be required to provide such 'installation' at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location. CS shall provide to Institution, without charge throughout the term of this Agreement, at up to three (3) residential locations to be identified by Institution from time-to-time, the first tier basic of transmissions provided over the Wireless Cable System, including Institution's ITFS Programming and transmissions, Institution to utilize the same for monitoring purposes.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall

not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the wireless cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-830 Facility and of the WNC-582 Facility, and CS shall operate the WHR-830 Facility and the WNC-582 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-830 Facility and the WNC-582 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Paragraph 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-830 Facility (including STL/TSL capability) and the WNC-582 Facility (including STL/TSL capability) (hereinafter the 'Facilities'); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the 'Facilities' under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the "Facilities" in accordance with the established procedures of the tower lessor; (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the "Facilities," including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's receive sites "installed" at the expense of CS as may from time-to-time be designated on Schedule A, including the "installation" of any replacement equipment required due to normal

wear and tear ("replacement equipment"). With respect to the additional receive sites installed by CS beyond those which CS is required to install at no expense to Institution, as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of replacement equipment at its actual cost or, if lower, the customary charge to its commercial Wireless Cable subscribers for such maintenance if comparable. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Paragraphs 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link/Transmitter-to-Studio Link ("STL/TSL") facilities to connect Institution's studio facilities to the Transmission Site. The STL/TSL will consist of analog microwave path(s), digital microwave radio path(s), fiber optic (ATM/Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time over Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f), the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. CS shall provide Institution with the STL/TSL on an exclusive, non shared-use basis. The STL/TSL and associated transmission, reception and interfacing equipment shall be fully installed, tested, certified, operational and activated upon Institution's commencement of ITFS operations from the Transmission Site and integrated into the Wireless Cable System. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or and digital, has been delivered to the Transmission Site, in addition to any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL/TSL, and CS shall apply to the FCC for approval of the STL/TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS at its sole expense shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL/TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its Licenses and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem

appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

a) CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution is in bad faith and in Material Breach of this Agreement and does not cure such Material Breach, in the amount of Seventy-Five Thousand Dollars (\$75,000.00) within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement.

(b) Upon the initiation of service to commercial wireless subscribers over the Wireless Cable System or within sixty (60) days after completion of construction of the relocation of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization, whichever occurs first, (hereinafter referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to any and all of User's Wireless Cable service or and any other services for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: ~~One Dollar (\$1.00)~~ Twenty-five cents (\$.25) times x/3650 with "x" being the total number of hours of CS Time available to User on the ITFS Channels during the previous calendar month and the denominator, currently 3650, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee of the following: in year one, One Thousand Dollars (\$1,000.00) per month; in year two, One Thousand Five Hundred Dollars (\$1,500.00) per month; in year three, Two Thousand Five Hundred Dollars (\$2,500.00) per month; in year four and thereafter, Four Thousand Dollars (\$4,000.00) per month.

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The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) For purposes of calculating the compensation due Institution pursuant to Paragraphs 2(f) and 7(b), the average number of subscribers to any and all of User's Wireless Cable service or and any other service(s) (hereinafter "Subscribers") for any month shall equal the number of Subscribers as of the last day of the immediately prior month plus the number of Subscribers as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only Subscribers that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Subscribers make their payments for past months. For purposes of the preceding sentence, Subscribers whose bills are outstanding forty five (45) days or less shall be considered "current." In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers shall be determined by dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Subscriber for the equivalent service.

(d) CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the Per Channel Minimum Guaranteed Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and Per Channel Minimum Guaranteed Royalty Fee that CS will pay to any other ITFS licensee in the Dallas and Fort

Worth Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Institution's authorization to transmit on the ITFS Channels (A1, A2, G1, G2 and G3) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS. CS represents and warrants as follows:

(a) CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

(d) CS represents and warrants that the information contained in CS's "Quotation Response to Dallas County Community College District RFP No: 9444" dated April 18, 1996, was true and correct at that time.

10. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease. Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of One Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming. Under FCC Rules and Regulations, the Institution has

final control over the programming broadcast by CS on the Institution's ITFS Channels. CS intends to use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-830 Facility or from Institution's WNC-582 Facility is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System, subject to Paragraph 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Paragraph 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination By Reason of Material Breach. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to (i) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC licenses for the ITFS channels, provided that such failure was not occasioned by or contributed to by CS, (ii) failure of CS to make any payment required under Paragraphs 2 or 7 hereof, (iii) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-830 Facility and the WNC-582 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with either of the Licenses; and (iv) failure of CS to perform its obligations to (a) construct, operate or maintain the Leased Equipment, including booster transmitters and STL/TSL facilities as specified in and as required by Paragraph 4(b) to install and maintain Institution's receive sites as specified

in and as required by Paragraph 4 (c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Paragraph 3, and (d) to use the ITFS Channels as specified in and as required by Paragraph 12. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License; from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to either or both of Institution's Licenses in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify either of Institution's Licenses to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Institution If CS Becomes Insolvent. This Agreement may be terminated by Institution effective immediately upon written notice in the event that CS makes an assignment to the benefit of creditors, becomes insolvent or admits in writing its inability to pay debts as they become due, or a trustee or receiver is appointed by a court to receive any substantial part of CS's assets, or a proceeding is instituted under a provision of the Federal Bankruptcy Act by CS or Institution or a third party, including for voluntary reorganization with CS in possession, and is acquiesced in or is not dismissed within sixty (60) days or results in an adjudication in bankruptcy or the submission of a plan of reorganization.

(4) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(5) Termination For Failure of Final Order. This Agreement shall terminate with respect to either or both of Institution's Licenses, at the option of Institution,

should the FCC fail to issue a Final Order granting Institution authority to operate under either or both of its Licenses from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate either or both the WHR-830 Facility or the WNC-582 Facility from the Transmission Site, then Institution may terminate this Agreement as to either or both Licenses upon thirty (30)-days written notice.

(6) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Paragraph 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant Paragraph 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Paragraph 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Paragraphs 2(f) and 7(b) to be accounted for as specified in Paragraph 13(a), and for the compensation due, if not then paid, under Paragraph 7(a); (iii) provided that such termination is not pursuant to Paragraph 13(b) for Institution's Material Breach, Institution shall retain the option to purchase the Leased Equipment as provided for Paragraph 4(b) and (d); and (iv) in all events, Institution shall retain its sublease or assumption rights as to the premises as provided under Paragraph 4(a).

14. Transfer and Assignment.

(a) Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the non-assigning or non-transferring party shall waive its rights under this paragraph in writing. In addition, should CS assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee submit to Institution documentation demonstrating its financial capability and, as defined by the FCC's Rules, legal qualifications to assume the rights or obligations under this Agreement, prior to Institution's

consent to the assignment.

(b) CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is substantially comparable in all material respects with this Agreement (a "Comparable Agreement"). However, nothing in this Paragraph shall diminish the Institution's right to select the New Licensee.

(c) In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) In the event that Institution, using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Indemnification.

(a) CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities including injury to persons or death, or FCC licenses, provided that Institution: (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords CS the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and

(iii) has fully complied with all of its material obligations hereunder at the time thereof.

(b) Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS channels, provided that CS (i) gives Institution prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords Institution the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and (iii) has fully complied with all of its material obligations hereunder at the time thereof.

(c) Obligation to Defend. Each Party shall notify the other of any claim or litigation ("Claim") promptly upon receipt of same. Either Party (hereinafter referred to as the "Indemnitor" or the "Indemnatee" as appropriate) shall have the option to defend, at its own expense, any such Claim arising under this Paragraph 15. Upon notification by Indemnatee, Indemnitor shall resist and defend against such Claim, at the sole expense of Indemnitor, using counsel subject to the Indemnatee's prior approval. The Indemnatee shall have the right to participate in any action, suit or proceeding instituted against it with respect to a Claim and to designate attorneys to represent it which attorneys shall be independent of any Indemnatee-approved attorneys chosen by the Indemnitor relating to such Claim. The Indemnitor shall keep the Indemnatee fully advised with respect to any Claim brought against the Indemnatee and the progress of any suits, actions or proceedings in which any such Indemnatee is not participating. If the Indemnitor shall fail to promptly defend a Claim brought against the Indemnatee, the Indemnatee may undertake such defense at the Indemnitor's expense, and shall have the right to offset any expenses incurred against moneys owed, if any, by the Indemnatee to the Indemnitor. The Indemnitor shall pay all Claims, including satisfying all judgments that may be incurred by, or rendered against, the Indemnatee in connection therewith, including obtaining accord, satisfaction and full and complete release of the Indemnatee. The Indemnitor shall not settle nonmonetary aspects of any Claim without the prior written approval of the Indemnatee. The Indemnitor waives any rights or claims it may have against the Indemnatee arising or alleged to have arisen from any Claim or claim for Worker's or Workmen's Compensation which might be filed against the Indemnitor. The Indemnitor's indemnification obligations under this paragraph shall not be limited in any way including by any limitation on the amount or type of damages, compensation or benefits payable under any worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(d) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-830

Facility and its WHR-882 WNC-582 Facility, related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than One Million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than One Hundred Thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than One Million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this paragraph shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-830 Facility or Institution's WNC-582 Facility to the Transmission Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

17. Specific Performance. The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite

authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

18. Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

19. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Pamela K. Quinn
Assistant Chancellor/LeCroy Center for Educational Telecommunications
9596 Walnut St.
Dallas, TX 75243

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Executive VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

20. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies

governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

21. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Entire Agreement. This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

23. Dealings with Third Parties. Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

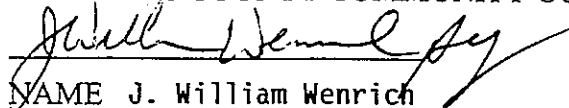
24. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

25. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of December, 1996.

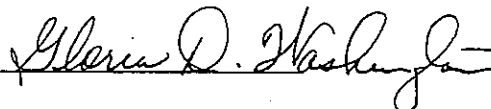
ATTEST:

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT



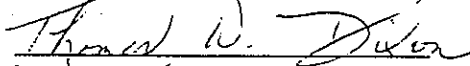
NAME J. William Wenrich

TITLE Chancellor

Witness: 

ATTEST:

CS WIRELESS SYSTEMS, INC.



NAME Thomas W. Dixon

TITLE Sr VP

Witness: 

Dallas, TX

G4

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WHR831

EXCESS ITFS CAPACITY LEASE AGREEMENT

FEB 28 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

This agreement ("the Agreement") is entered into on the 27th day of February, 1997, by Community Educational Services of Dallas, Inc. AKA: Catholic TV Network - Dallas (hereinafter the "Institution" or the "Licensee") having its principal place of business at 3725 Blackburn St., Dallas, TX 75219, and CS Wireless Systems, Inc., Delaware corporation (hereinafter "CS") having its principal place of business at 200 Chisholm Place, Suite 202, Plano, Texas, 75075 (hereinafter collectively the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable" operations," as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 74.931(e)(2)(1995) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-831 channel G4 (2680-2686 MHz) (the "ITFS Channel") in the Dallas, Texas, metropolitan area ("Metropolitan Area"); and

WHEREAS, Institution, as Licensee, uses and intends to use the ITFS Channel authorized under the license to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channel to the full extent permitted under the License and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS and its affiliates or subcontractors is in the business of providing audio or video programming entertainment or data service via a combination of Multipoint Distribution Service ("MDS"), Multichannel Multipoint Distribution Service ("MMDS"), ITFS and other radio frequencies (customarily used in the wireless cable business) in the Dallas metropolitan area ("Wireless Cable service"), intends to provide Wireless Cable service in the Metropolitan Area and has entered and intends to enter into other ITFS, MDS, and/or MMDS agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers. The network of presently co-located channels together with any additional channels through which CS intends to provide Wireless Cable service shall be hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channel to provide Wireless Cable service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its

ITFS Channel for lease for Wireless Cable service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term

(a) Term Commencement. The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, the occurrence of such execution and delivery hereinafter referred to as "execution", and shall continue for a period of ten (10) years from the date CS provides written notice to Institution of the commencement of subscriber based services utilizing in whole or in part any of Institution's ITFS facilities, subject to the provisions for termination contained in Section 13 (the "Initial Term"), provided however, that this Agreement is contingent upon the renewal of Licensee's License for any period of time during which such ten (10)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) Renewal At the end of the initial term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for one (1) additional ten (10)-year term, contingent upon the renewal of Licensee's License for any period of time during which any such additional ten (10)-year term extends beyond the term of a License currently remaining at the commencement of such additional ten (10)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial ten (10)-year term or any such additional ten (10)-year term, that it elects not to renew this Agreement under this Section. If either Party has served written notice on the other that it elects not to renew this Agreement under this Section 1 (b), then either Party desiring to renew this Agreement may notify the other Party in writing, five (5) months prior to

the expiration of the term of this Agreement, that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement. If, four (4) months prior to the expiration of the term of this Agreement, the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity, subject to the provisions of this Agreement upon termination, to prudently avail itself of alternative distribution facilities upon the expiration of the term of this Agreement.

(c) Right of First Refusal. However, if CS was not in material default during the Initial Term or subsequent terms, CS shall have, during the remaining Initial Term or subsequent terms of this Agreement and for a period of three (3) years after the expiration of the Initial Term or subsequent terms, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity, as defined below, of the ITFS Channels.

(d) Procedure for Right of First Refusal. Pursuant to this right of first refusal, Institution shall notify CS in writing within thirty (30) days of Institution's receipt of any bona fide offer which Institution intends to accept. The notification shall include the terms of said offer. CS shall have twenty (20) days after receipt of the notification to notify Institution that it will or will not match said offer. Should CS decline to exercise its right of first refusal or fail to notify the Institution within twenty (20) days that it will exercise that right and Institution enters into a binding agreement with the third party offeror, CS's right of first refusal shall be extinguished; provided, however, that should Institution subsequently terminate the agreement with the third party offeror within twenty-four (24) months of entering into the agreement, CS's right of first refusal shall be reinstated for the remainder of the three (3) year period or for a period of six (6) months, whichever is longer.

2. Lease of Excess Capacity.

(a) Channel Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on its ITFS Channel for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channel, including the Vertical Blanking Interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channel, when the ITFS Channel is not being used by Institution as provided in Sections 2(b) or (c). The time during which the Institution is using the ITFS Channel shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channel to compete directly or indirectly with any Wireless Cable service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable service or Commercial Services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with one hundred

eighty (180) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least four (4) months in advance of any proposed changes in its air time usage requirements. Institution hereby covenants and agrees it will use at least twenty (20) hours per week per six (6) MHz channel, but, except as provided in Section 2(e), it will not use more than forty (40) hours per week per six (6) MHz channel. The remaining time shall be available to CS for CS Time. To the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channel so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis.

(c) Recapture Time. Institution further has the right, subject to six (6) months advance written notice to CS, to recapture up to twenty (20) hours per week on the ITFS Channel, or a total of forty (40) hours per week on the ITFS Channel with no economic or operational detriment to Institution ("Recapture Time"). The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Section 2(b). Any portion of Recapture Time that is not recaptured by Institution pursuant to such six (6) month advance written notice remains subject to recapture by subsequent six (6) month advance written notice(s) from Institution to CS.

(d) Scheduling Flexibility. If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Institution Use of Excess Capacity. In the event Institution desires to utilize more than forty (40) hours per week on its licensed channel for ITFS Programming, Institution shall provide CS with six (6) months advance written notice of its request for specific additional air time hours. CS shall be under no obligation to provide Institution with such additional air time hours. If CS chooses to make more than forty (40) hour per week per channel available to Institution, then CS, at its option, may fulfill Institution's request through signal compression technologies.

(f) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming over the ITFS Channel, including in accordance with Section 4 and provided that the changes to Institution's WHR-831 equipment and receive sites will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Section 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Section 4(e) or in other technical problems, including to the owners or operators of such receive sites

(other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in Section 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with Sections 2 (f), 2(h), 3 and 4(e). As provided in Section 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

i. The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channel.

ii. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under Section 4(e).

iii. If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those for which CS is required, at its expense, to provide Standard Installation under Section 4(e), CS shall construct or and convert such additional receive sites to provide Standard Installation, defined in Section 4(e), below, for digital operation whereupon Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed five hundred fifty Dollars (\$550.00) for each such additional receive site. At Institution's option, CS may obtain reimbursement from Institution for such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in Section 7 or the royalty specified in this Section 2(f), which ever is in effect at the time. At Institution's option, including as provided in Section 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost, including equipment to be provided by CS at Institution's request, to be reimbursed to CS from Institution's Subscriber Royalty Fee specified in Section 7 or the royalty specified in this Section 2(f).

iv. Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channel available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode

of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License, and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's License. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the License and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall make such recaptured spectrum available to Institution. Any reference to Institution Time hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time shall include CS's seventy-five percent (75%) of spectrum hereunder.

v. Upon the conversion of the mode of transmitting from analog to digital, the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee specified in Section 7 of this Agreement shall be modified as follows, CS to pay Institution the modified fee which is greater: the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee shall be replaced by a royalty of : _____ of User's Recurring Gross Monthly Subscription Revenues and the Minimum Guaranteed Royalty shall be _____ Dollars _____ per month during the first year after the Term of this Agreement, _____ Dollars _____ per month during the second year, _____ per month during the third year, and _____ per month during the fourth and subsequent years. By "User" is meant CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. By "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or

their affiliates or from any other person attributable to revenue received by such person other than User derived from the operation of any such ITFS, MDS or MMDS ('MMDS'), such as, from bundled 'MMDS' and non-'MMDS' services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(g) Booster Stations. In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's License, by FCC rules and regulations, and by this Agreement or and to efficiently operate the Wireless Cable System in the Metropolitan Area or and in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations is necessary. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules.

(h) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in Section 2(b), above, that would accommodate the availability to CS of full-time channel capacity over the ITFS Channel comprising Institution's WHR-831 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance with subsection 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unabridgeable right to recapture, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to one channel, irrespective of whether such channel is authorized to Institution, provided that such recaptured time is provided on up to one channel that is included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in Section 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable service offerings as provided for in and consistent with Sections 2(e) and 3. Prior to channel mapping or loading, CS

shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorneys' fees and filing fees, associated with the implementation of channel mapping or and loading. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

3. Distribution of Institution's Programming.

During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Section 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to Section 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable service offering, CS shall provide to customers of its Wireless Cable System and its wireless cable system in the Fort Worth metropolitan area or to customers of the minimum service offering of any other User of CS's Wireless Cable System and its wireless cable system in the Fort Worth metropolitan area Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period, subject to the following requirements: the promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content at CS's sole discretion, which approval shall not be unreasonably withheld, and (iii) will be compatible in size and material with other CS inserts as determined by CS. Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Section 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in Sections 2(f) and 2(h), hereunder "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable service availability in the Metropolitan Area. CS shall "install" (as defined in Section 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall not exceed a monthly rate of one sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in Section 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt "installation" to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to "install" or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and, at Institution's option, to charge such cost against Institutions royalty fee and Subscriber Royalty Fee specified in Sections 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL / TSL Facilities.

(a) Transmission Site. Upon execution of this Agreement, the Parties agree,

subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that Preston Tower, 6211 W. Northwest Highway, Dallas, Texas, at coordinates Latitude 32-51-57 North; Longitude 96-48-01 West (the "Preston Tower Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Preston Tower Site will provide the same or better quality signal to Institution's receive sites specified in Section 4(e), but in no event less than a reliable signal, as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Preston Tower Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in Section 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the Preston Tower Site as the context requires, the "Transmission Site"). The Parties recognize that such Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in Section 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner, including the use of fiber if necessary, to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to the Institution's License. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channel from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the License as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site.

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this

Agreement may, at the option of Institution, be terminated as provided for in Section 13(d)(2), except that (i) Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Section 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in Section 4(d), (ii) Institution's right to assume the lease as to the 'premises' shall survive termination of this Agreement and (iii) Institution shall reimburse to CS all funds paid to Institution and all expenses paid by CS on Institution's behalf upon Institution's notice that Institution is terminating this Agreement.

CS shall, upon grant by the FCC of such application of Institution promptly commence construction of the WHR-831 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. CS shall pay for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-831 Facility at the transmission site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution.

At CS's sole expense, and within 120 days of execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with right of assignment for such term, including any renewal term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-831 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time for Institution to meet its obligations as Licensee (the "premises"). CS's contract for lease of space at the Transmission Site shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement or upon the expiration of the term of this Agreement, and CS shall sublease the 'premises' to Institution for one Dollar (\$1.00) per month. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to the WHR-831 Facility, including the transmitters and all other equipment, and sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-831 Facility generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Section 2(f) pursuant hereto.

(b) Equipment. CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Section 4(e) hereof. Except as provided in Section 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Section 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as

security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Sections 4(c) and 4(d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-831 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-831 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) Equipment Purchase Rights. In the event that this Agreement terminates due to a Material Breach by CS, as defined in Section 13(b) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and STL / TSL associated with Institution's WHR-831 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) Equipment Purchase. If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of forty (40), twenty (20) current installs and an additional twenty (20) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned with necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Sections 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the once

'installed' forty (40) receive sites desired by Institution shall be 'installed' by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed three hundred Dollars (\$300.00) for an analog mode Standard Installation as defined herein, and, as provided in Section 2(f), not to exceed five hundred fifty Dollars (\$550.00) for a digital mode Standard Installation as defined herein, for the 'installation.' The cost of a Standard Installation to be charged to Institution hereunder may, at institution's option, be charged as a deduction from the applicable royalty fee or Subscriber Royalty Fee as may then be due in accordance with Sections 2(f) and 7(b). Institution shall retain title to the receive site equipment 'installed' at the receive sites pursuant to this Section. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and 'installation' of equipment. Including in accordance with Section 2(f), CS agrees to provide as part of the Standard Installation equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability using software provided by CS to activate and deactivate decoder boxes and equipment using a communication line installed and maintained by Institution at Institution's expense. A Standard Installation shall include the 'installation' of the ITFS receiving antenna and all related equipment in a manner that meets the FCC protection requirements of Institution's respective receive sites at an elevation (not to exceed thirty (30) feet, above the base mounting location with respect to new sites and existing sites at or below thirty (30) feet above the base mounting location and not to exceed the current elevation with respect to existing sites above thirty (30) feet above the base mounting location), which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial or fiber cable) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal / external distribution system. "Standard Installation" shall also include 'installation' of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in Sections 2(f), 2(h) and 3. Institution shall have the option to 'install' its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified in this Section and Section 2(f) or at no cost if CS would be required to provide such 'installation' at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall Institution distribute CS's programming to a third party facility location. CS shall provide to Institution without charge throughout the term of this Agreement, at up to five (5) residential locations to be identified by Institution from time-to-time, the first tier basic of transmissions provided over the Wireless Cable System, including Institution's ITFS Programming and transmissions, Institution to utilize the same for monitoring purposes.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and

expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and / or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the wireless cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-831 Facility, and CS shall operate the WHR-831 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-831 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Section 12, below, Institution shall retain authority and shall have the unbridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-831 Facility (including STL / TSL capability) (hereinafter the 'Facility'); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the 'Facilities' under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the "Facility;" (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the "Facilities," including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) BTA Authorizations. If CS is also the licensee of MMDS channels in the

Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channel to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's receive sites "installed" at the expense of CS as may from time-to-time be designated on Schedule A, including the "installation" of any replacement equipment required due to normal wear and tear ("replacement equipment"). With respect to the additional receive sites installed by CS beyond those which CS is required to install at no expense to Institution, as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of replacement equipment at its actual cost. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Sections 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link / Transmitter-to-Studio Link ("STL / TSL") facilities to connect Institution's studio facilities to the Transmission Site. In addition, CS and Institution agree that if Institution chooses to move its studio facilities location the Parties will negotiate in good faith to reach agreement to share the cost of relocating the STL / TSL. The STL / TSL will consist of analog microwave path(s), digital microwave radio path(s), fiber optic (ATM / Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time over Institution's twenty-five percent (25%) of spectrum specified in Section 2(f), the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or digital, has been delivered to the Transmission Site, in addition to any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL / TSL, and CS shall apply to the FCC for approval of the STL / TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS at its sole expense shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL / TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations.

Institution agrees to support CS's efforts to utilize Institution's authorized Channel to the

maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its License and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent License both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channel. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues.

Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Sections 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

(a) Signing Bonus. CS will pay Institution a signing bonus in the amount of _____ upon execution of this agreement as compensation to Institution for entering into this Agreement, which after one year is non-refundable unless during such time Institution is in bad faith, and in Material Breach of this Agreement and does not cure such Material Breach, or Institution terminates this agreement as defined in Section 4.(a), or Section 13.(d)(2), or Section 13.(d)(5) or Section 13.(d)(7).

(b) Fees. Upon the initiation of programming service to commercial wireless subscribers over the Wireless Cable System or within sixty (60) days after completion of construction of the relocation of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization or on June 1, 1997, whichever occurs first, (herein referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to User's Wireless Cable service for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula:
$$\text{Fee} = \frac{\text{Per-subscriber charge} \times \text{Total number of hours of CS Time available to User on the ITFS Channel during the previous calendar month}}{\text{Denominator, currently 730, being the total number of hours in one month the Institution's ITFS}}$$
 with "x" being the total number of hours of CS Time available to User on the ITFS Channel during the previous calendar month and the denominator, currently 730, being the total number of hours in one month the Institution's ITFS

Channel generates) or (2) a Minimum Guaranteed Royalty Fee of the following: in year one, _____ hundred Dollars _____ per month; in year two, _____ of _____ per month; in year three, _____ of _____ per month; in year four and thereafter, eight Dollars _____ per month.

The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) Fee Calculations. For purposes of calculating the compensation due Institution pursuant to Section 7(b), the average number of subscribers to Wireless Cable service for any month shall equal the number of subscribers to Wireless Cable service as of the last day of the immediately prior month plus the number of subscribers to Wireless Cable service as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only subscribers to Wireless Cable service that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Wireless Cable subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Wireless Cable subscribers make their payments for past months. For purposes of the preceding sentence, subscribers to Wireless Cable service whose bills are outstanding forty-five (45) days or less shall be considered "current." In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers to Wireless Cable service shall be determined by dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Wireless Cable subscriber for the equivalent service.

(d) Fee Statements. CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Wireless Cable subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) Fee Commencement. In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) Payment of Expenses. CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed, or conditioned. In addition, CS shall pay Institution's reasonable

legal fees and reasonable related expenses incurred in connection with Institution's consideration and negotiation of this Agreement not to exceed two thousand Dollars (\$2,000.00) immediately upon receipt of bona fide invoices for the legal fees and reasonable related expenses.

(g) Minimum Guaranteed Royalty Fee. During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the Minimum Guaranteed per channel Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) are equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and Minimum Guaranteed per channel Royalty Fee that CS will pay to any other ITFS licensee in the Fort Worth or Dallas Metropolitan Areas with whom CS enters into an excess capacity lease agreement after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus or higher per channel monthly fees to another ITFS licensee, CS shall notify Institution of such higher per channel signing bonus described in Paragraph 7(a) and or the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channel G4 is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS.

CS represents and warrants as follows:

(a) Standing. CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Legal Obligation. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Eligibility to Conduct Business. CS is eligible under applicable law to

conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

10. Right to Audit.

CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws. If any audit performed, or caused to be performed by Institution, shows that CS has failed to properly account for and pay the Subscriber Charge and the amount which is determined to be due pursuant to such audit exceeds the amount paid (the "Unpaid Amount") to Institution by two percent (2%) or more, then, CS shall immediately pay to Institution the Unpaid Amount together with interest on the Unpaid Amount at the rate of ten percent (10%) per annum accrued from the date such amount was due to the date paid and the cost of Institution's audit.

11. ITFS Channel Equipment Lease.

Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Section 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Equipment Rent. Institution shall pay to CS or its designee the total amount of one Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Equipment Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in

the care and custody of Institution. CS will respond to service / repair problems within 24 hours of notice by Institution.

(d) Equipment Lease Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming.

The ITFS Channel shall only be used to transmit Family Programming (as defined below), and CS shall ensure that such programming shall be of a sort which would not be offensive to the faith and morals of the Roman Catholic Church or which would hold the Roman Catholic Church or Institution up to ridicule or scorn. Moreover, CS shall transmit over the ITFS Channel any (a) motion picture or other program rated "NC-17", "R", or "X" by the Motion Picture Association of America ("MPAA"), or likely to have been rated "NC-17" "R" or "X" if it had been reviewed by the MPAA, or (b) motion pictures rated "O" by the United States Catholic Conference. In addition to the forgoing, the ITFS Channel shall not be used to originate any programming to endorse any candidate for an elective office of the United States, a state government or other governmental body. CS shall consult with Institution on a regular basis in an effort to obtain programming guidance from Institution. Notwithstanding any prior consultation, CS agrees to provide Institution with written notice of its regular programming and of any new proposed program service it intends to transmit over the ITFS Channel not later than thirty (30) calendar days before the transmission of such programming. Notwithstanding any other provision contained herein that may be construed to the contrary, Institution shall have the absolute right to deny CS the right to transmit any program whatsoever; provided, that Institution will notify CS of such decision in writing at least forty-eight (48) hours in advance of the scheduled transmission time thereof. For purposes of this Agreement, the term "Family Programming" means programming which would meet the programming standards and practices of Capital Cities / ABC Inc., CBS, Inc. and the National Broadcasting Co.

13. Termination

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said Channel as contemplated by this Agreement and reformation of this Agreement pursuant to Section 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Section 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination by Reason of Material Breach and Remedies. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if

such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to: i. failure of CS to secure the Transmission Site and sublease and assumption rights to the "premises" for Institution as specified in and as required by Section 4 or to complete construction of the authorized facilities, as specified in and as required by Section 4, within the time period specified in applicable FCC authorizations, ii. failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC License for the ITFS Channel, provided that such failure was not occasioned by or contributed to by CS, iii. failure of CS to make any payment required under Sections 2 or 7 hereof, iv. failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channel or to operate the WHR-831 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with the License; and v. failure of the CS to perform its obligations to (1) construct, operate or maintain the Leased Equipment, including booster transmitters and STL / TSL facilities as specified in and as required by Section 4; (2) to install and maintain Institution's receive sites as specified in and as required by Section 4; (3) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Section 3, and (4) to use the ITFS Channel as specified in and as required by Section 12.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Wireless Cable service subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to Institution's License in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify Institution's License to relocate to the Transmission Site consistent with FCC regulations or directives. Institution shall reimburse to CS all funds paid to Institution and all expenses paid by CS on Institution's behalf upon Institution's notice that Institution is terminating this Agreement.

(3) Termination by Institution if CS Becomes Insolvent. This Agreement may be terminated by Institution effective immediately upon written notice in the event that CS makes an assignment to the benefit of creditors, becomes insolvent or admits in writing its inability to pay debts as they become due, or a trustee or receiver is appointed by a court to receive any substantial part of CS's assets, or a proceeding is instituted under a provision

of the Federal Bankruptcy Act by CS or Institution or a third party, including for voluntary reorganization with CS in possession, and is acquiesced in or is not dismissed within sixty (60) days or results in an adjudication in bankruptcy or the submission of a plan of reorganization.

(4) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(5) Termination for Failure of Final Order. This Agreement shall terminate with respect to Institution's License, at the option of Institution, should the FCC fail to issue a Final Order granting Institution authority to operate under its License from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate the WHR-831 Facility from the Transmission Site, then Institution may terminate this Agreement as to the license upon thirty (30)-days written notice. Institution shall reimburse to CS all funds paid to Institution and all expenses paid by CS on Institution's behalf upon Institution's notice that Institution is terminating this Agreement.

(6) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Section 16.

(7) Termination by Institution if CS Fails to Launch Digital System. This Agreement may be terminated by Institution, upon thirty (30) days written notice if CS fails to convert the system to signal compression technology under the terms in Section 2.(f) of this Agreement prior to June 1, 1998. Institution shall reimburse to CS all funds paid to Institution and all expenses paid by CS on Institution's behalf upon Institution's notice that Institution is terminating this Agreement.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant to Section 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Section 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition.

14. Transfer and Assignment.

(a) General Terms. Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the

non-assigning or non-transferring party shall waive its rights under this Section in writing. In addition, should CS assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee submit to Institution documentation demonstrating its financial capability and, as defined by the FCC's Rules, legal qualifications to assume the rights or obligations under this Agreement, prior to Institution's consent to the assignment.

(b) Institution Discontinue. CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is comparable in all respects with this Agreement (a "Comparable Agreement"). However, nothing in this Section shall diminish the Institution's right to select the New Licensee.

(c) New Licensee. In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) Institution Release. If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) Failure to Secure New Licensee. In the event that Institution, using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Indemnification.

(a) Indemnification by CS. CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities or FCC License, provided that

Institution: (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords CS the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and (iii) has fully complied with all of its material obligations hereunder at the time thereof.

(b) Indemnification by Institution. Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS Channel, provided that CS: (i) gives Institution prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords Institution the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and (iii) has fully complied with all of its material obligations hereunder at the time thereof.

(c) Obligation to Defend. Each Party shall notify the other of any Claim promptly upon receipt of same. Either Party (hereinafter referred to as the "Indemnitor" or the "Indemnitee" as appropriate) shall have the option to defend, at its own expense, any such Claim arising under this Section 15. Upon notification by Indemnitee, Indemnitor shall resist and defend against such Claim, at the sole expense of Indemnitor, using counsel subject to the Indemnitee's prior approval. The Indemnitee shall have the right to participate in any action, suit or proceeding instituted against it with respect to a Claim and to designate attorneys to represent it which attorneys shall be independent of any Indemnitee-approved attorneys chosen by the Indemnitor relating to such Claim. The Indemnitor shall keep the Indemnitee fully advised with respect to any Claim brought against the Indemnitee and the progress of any suits, actions or proceedings in which any such Indemnitee is not participating. If the Indemnitor shall fail to promptly defend a Claim brought against the Indemnitee, the Indemnitee may undertake such defense at the Indemnitor's expense, and shall have the right to offset any expenses incurred against moneys owed, if any, by the Indemnitee to the Indemnitor. The Indemnitor shall pay all Claims, including satisfying all judgments that may be incurred by, or rendered against, the Indemnitee in connection therewith, including obtaining accord, satisfaction and full and complete release of the Indemnitee. The Indemnitor shall not settle nonmonetary aspects of any Claim without the prior written approval of the Indemnitee. The Indemnitor waives any rights or claims it may have against the Indemnitee arising or alleged to have arisen from any Claim or claim for Worker's or Workmen's Compensation which might be filed against the Indemnitor. The Indemnitor's indemnification obligations under this Section shall not be limited in any way including by any limitation on the amount or type of damages, compensation or benefits payable under any worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(d) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-831,

related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000.00) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000.00) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000.00) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this Section shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this Section or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-831 Facility to the Transmission Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

17. Specific Performance.

The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder,

including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

18. Non-Wireless Cable Option.

CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable services that may make use of the ITFS Channel, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required

19. Notice.

Any notice, consent, approval or communication required to be given or permitted under this Agreement shall be in writing and shall be personally delivered by messenger, overnight courier or by facsimile transmission followed by First Class Mail (postage prepaid) and shall be effective when first received or first refused. Notices should be addressed to the following addresses or such other addresses as may be provided by a notice given as prescribed by this subsection:

From CS to Institution:

Community Educational Services Of Dallas, Inc.
AKA: Catholic TV Network - Dallas
Attention: Michael Mc Gee
PO Box 190507
3725 Blackburn St.
Dallas, TX 75219

From Institution to CS:

Tom Dixon, Senior VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, Texas 75075

with a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CS Wireless Systems, Inc.
2101 Wilson Boulevard, Suite 100
Arlington, Virginia 22201

20. Severability.

Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

21. Venue and Interpretation.

Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Entire Agreement.

This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

23. Dealings with Third Parties.

Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channel or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

24. Headings.

The Section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

25. Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be

deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of
February, 1997.

ATTEST: COMMUNITY EDUCATIONAL SERVICES OF DALLAS, INC.
AKA: CATHOLIC TV NETWORK - DALLAS

Charles V. Grahmann
NAME Most Reverend Charles V. Grahmann
TITLE Bishop of Dallas

Witness: John P. Bell, Chancellor

ATTEST: CS WIRELESS SYSTEMS, INC.

Tom Dixon
Tom Dixon
Senior Vice President

Witness: [Signature]

Dallas, TX

H1

-

WHJ958

Licensed to Nextel

Dallas, TX

H2

-

WHJ873

Licensed to Nextel

Dallas, TX

H3

-

WNTD967

Licensed to Nextel

Fort Worth, TX

MDS 1

-

WJM75

Licensed to Nextel

Fort Worth, TX

MDS 2

-

WFY900

Licensed to Nextel

Fort Worth, TX

A Group

-

WHR506

WHR 506

EXCESS ITFS CAPACITY LEASE AGREEMENT

TARRANT COUNTY JUNIOR COLLEGE DISTRICT

and

CS WIRELESS SYSTEMS, INC.

WHR-506 (A1, A2, A3, A4)

FORT WORTH, TEXAS

December 11, 1996

Excess ITFS Capacity Lease Agreement

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EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the ____ day of _____, 1996, by the Tarrant County Junior College District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business at 1500 Houston Street, Fort Worth, TX 76102, and CS Wireless Systems, Inc., a Delaware corporation (hereinafter "CS") having its principal place of business at 200 Park Place Suite 202, Plano, Texas 75075 (hereinafter collectively the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable" operations," as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-506, channels A1 (2500-2506 MHz), A2 (2512-2518 MHz), A3 (2524-2530 MHz) A4 (2536-2542 MHz) (the "WHR-506 Facility") in the Fort Worth, Tarrant County, TX metropolitan area ("Metropolitan Area") as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License"); and

WHEREAS, Institution, as Licensee, uses and intends to use the ITFS Channels authorized under the License to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the License and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing video programming entertainment via Wireless Cable ("Wireless Cable service"), intends to provide Wireless Cable service and other service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently co-located channels through which CS intends to provide Wireless Cable service and other service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable service and other service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable service and other service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term.

(a) First Term Commencement. The term of this Agreement shall commence ~~upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, the occurrence of such execution and delivery hereinafter referred to as "execution", and shall continue for a period of ten (10) years;~~ subject to the provisions for termination contained in Section 13, provided however, that this Agreement is contingent upon the renewal of Licensee's License for any period of time during which such ten (10)-year term extends beyond the term of the License currently remaining at the time this Agreement commences. 10 years

(b) Renewals. A Party desiring to renew this Agreement may notify the other Party in writing, five (5) months prior to the expiration of the term of this Agreement, that it wishes to renew or extend this Agreement. Upon receipt of such notice, the Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement. If, four (4) months prior to the expiration of the term of this Agreement, the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity, subject to the provisions of this Agreement upon termination, to prudently avail itself of alternative distribution facilities upon the expiration of the term of this Agreement.

(c) Right of First Refusal. However, if CS was not in material default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

(d) Procedure for Right of First Refusal. Pursuant to this right of first refusal, Institution shall notify CS in writing within thirty (30) days of Institution's receipt of any bona fide offer which Institution intends to accept. The notification shall include the terms of said offer. CS shall have twenty (20) days after receipt of the notification to notify Institution that it will or will not match said offer. Should CS decline to exercise its right of first refusal or fail to notify the Institution within twenty (20) days that it will exercise that right and Institution enters into a binding agreement with the third party offeror, CS's right of first refusal shall be extinguished; provided, however, that should Institution subsequently terminate the agreement with the third party offeror within twenty-four (24) months of entering into the agreement, CS's right of first refusal shall be reinstated for the remainder of the three (3) year period or for a period of six (6) months, whichever is longer.

2. Lease of Excess Capacity.

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Sections 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable and commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable service offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with one hundred twenty (120) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least four (4) months in advance of any proposed changes in its air time usage requirements. Institution hereby covenants and agrees that it will use at least twenty (20) hours per week on each of the ITFS Channels, but, except as provided in Section 2(e) and except as provided in the exhibit to this Section 2(b) (hereinafter "Exhibit to Section 2(b)"), it will not use more than forty (40) hours per week on each of the ITFS Channels. The remaining time shall be available to CS for CS Time. To the extent consistent with FCC rules this Section 2(b), Section 2(h), below, and Institution's curriculum planning requirements, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis.

(c) Recapture Time. Institution further has the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty (20) hours per week on each ITFS Channel, or a total of forty (40) hours per week on each of the ITFS Channels, with no economic or operational detriment to Institution ("Recapture Time"). The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Section 2(b). Any portion of Recapture Time that is not recaptured by Institution pursuant to such six (6) month advance written notice remains subject to recapture by subsequent six (6) month advance written notice(s) from Institution to CS.

(d) Scheduling Flexibility. If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Institution Use of Excess Capacity. In the event Institution desires to utilize more than forty (40) hours per week for each ITFS Channel for ITFS Programming beyond that required under Section 2(b), above, and Exhibit to Section 2(b), Institution shall provide CS with six (6) months advance written notice of its request for specific additional air time hours. If CS chooses to make more than forty (40) hours per week per channel available to Institution, then CS, at its option, may fulfill Institution's request through signal compression technologies.

(f) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming over the ITFS Channels, including

in accordance with Section 4 and provided that the changes to Institution's WHR-506 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Section 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Section 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in Section 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the Basic Tier, First Basic Tier or and minimum service of CS's Wireless Cable service offerings as provided for in and consistent with Sections 2 (f), 2(h), 3 and 4(e). As provided in Section 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

i. The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses associated with obtaining and implementing a modification of Institution's FCC authorizations, as necessary and as approved by Institution including Institution's legal and engineering review of such proposed modifications, such costs to be reimbursed by CS, provided however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned.

ii. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under Section 4(e).

iii. If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those for which CS is required, at its expense, to provide Standard Installation under Section 4(e), CS shall construct or and convert such additional receive sites to provide Standard Installation, defined in Section 4(e), below, for digital operation whereupon Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, up to but not to exceed Five Hundred Fifty Dollars (\$550.00) whichever is less for each such additional receive site. At Institution's option, CS may obtain reimbursement from Institution for such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in Section 7 or the royalty specified in this Section 2(f), whichever is in effect at the time. At Institution's option, including as provided in Section 4(e), Institution may so provision any or all of such additional receive sites and receive locations at

Institution's expense, including equipment to be provided by CS at Institution's request, to be reimbursed to CS, at CS's cost, from Institution's Subscriber Royalty Fee specified in Section 7 or the royalty specified in this Section 2(f).

iv. Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License, and CS will have the immediately exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's License. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the License and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's License, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall make such recaptured spectrum available to Institution. Any reference to Institution Time hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time shall include CS's seventy-five (75%) of spectrum hereunder.

v. Upon the conversion of the mode of transmitting from analog to digital, the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee specified in Section 7 of this Agreement shall be modified as follows, CS to pay Institution the modified fee which is greater: the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee shall be replaced by a royalty of Four-Tenths of One Percent (.4%) of User's Recurring Gross Monthly Subscription Revenues and the Minimum Guaranteed Royalty shall be One Thousand Two Hundred Dollars (\$1,200.00)

per month during the first year of the Term of this Agreement, Two Thousand Dollars (\$2,000.00) per month during the second year, Thirty Two Hundred Dollars (\$3,200.00) per month during the third year, and Four Thousand Dollars (\$4,000.00) per month during the fourth and subsequent years. By "User" is meant CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. By "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such other person derived from the operation of any such ITFS, MDS or MMDS ('MMDS'), such as, from bundled 'MMDS' and non-'MMDS' services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(g) Booster Stations. In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's License, by FCC rules and regulations, and by this Agreement or and to efficiently operate the Wireless Cable System in the Metropolitan Area or and in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations are necessary. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules. Institution shall be the licensee of any signal booster station retransmitting the ITFS Channels to Institution's receive sites identified from time-to-time in Section 4(e) (Schedule A). Any such signal booster station licensed to Institution shall be Leased Equipment as specified in and pursuant to Sections 4(b) and 11 and shall be subject to the purchase option in Sections 4(c) and (d).

(h) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in Section 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WHR-506 Facility, or in the event CS has converted its Wireless Cable System capacity pursuant to and in accordance with subsection 2(f), above,

Institution agrees to shift, within the WHR-506 Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to Section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unbridgeable right to recapture, subject to six months written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to four channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to four channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in Section 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the Basic Tier, First Basic Tier or and minimum service of CS's Wireless Cable service offerings as provided for in and consistent with Sections 2(e) and 3. Institution shall have the right under this section 2(h) to recapture such time as is consistent with its schedule of airtime usage requirements specified in Section 2(b). Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorneys' fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed, or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

3. Distribution of Institution's Programming.

During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Section 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to Section 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System Institution's

formal educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period, subject to the following requirements: the promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content at CS's sole discretion, which approval shall not be unreasonably withheld, and (iii) will be compatible in size and material with other CS inserts as determined by CS. Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

(c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6) months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Section 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in Sections 2(f) and 2(h), hereunder. "Activated service area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable service availability in the Metropolitan Area. CS shall "install" (as defined in Section 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall not exceed a monthly rate of one sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS

assesses and collects such charges from its similarly situated subscribers to its Wireless Cable service, based on its standard schedule of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable service customers. CS shall establish and maintain a mechanism whereby ITFS Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in Section 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt "installation" to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to "install" or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and, at Institution's option, may credit such cost against Institution's royalty fee and Subscriber Royalty Fee specified in Sections 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required to, extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission, Reception and STL/TSL Facilities.

(a) Transmission Site. Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites, to Institution's satisfaction, including but not limited to Institution's receive sites "RT2," "R11" and "R15," identified in Schedule A hereto, that the Continental Plaza, 777 Main Street, Fort Worth Texas at Latitude 32° 45' 11" N, Longitude 97° 19' 46" W (the "Continental Plaza Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Continental Plaza Site will provide the same or better quality signal to Institution's receive sites specified in Section 4(e), but in no event less than a reliable signal, as from Institution's present

transmitter location. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Continental Plaza Site is not optimal or if any such obstruction cannot be resolved, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in Section 4(e) as from Institution's present transmitter location, but in no event less than a reliable signal, hereinafter (including the Continental Plaza Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, in both analog and digital mode and at least as good or better than from Institution's current transmitter location, but in no event less than a reliable signal, is received at the Institution's receive sites specified in Section 4(e) and in its ITFS applications. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the License as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site and has leased or subleased or assigned to Institution the 'premises,' as provided in this Section 4(a).

If upon reviewing Institution's ITFS application, the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Section 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Section 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in Section 4(d), below. Institution's lease, sublease or assignment of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'"

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-506 Facility in

compliance with the terms and conditions of the authorization as required by such FCC authorization. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, engineering, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, provided however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed, or conditioned.

At CS's sole expense, and within 120 days of execution of this Agreement, CS shall contract in Institution's name for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement or with full right of sublease or assignment for such term, including any renewal term(s) for that sufficient portion of the premises to house the transmitters for the WHR-506 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Section 2(f) and otherwise for Institution to meet its obligations as Licensee (the "premises"). In CS's contract for lease of space at the Transmission Site CS shall make its best effort to designate Institution as a named, approved, sublessee or assignee or shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for one dollar (\$1.00) per month while this agreement is in effect. If CS should become insolvent or upon the early termination of this Agreement or up to 180 days after the expiration of the term of this Agreement, CS shall be responsible for all Transmission Site payments. Institution shall enjoy peaceful and quiet possession of the premises. Such peaceful and quiet possession shall include Institution's access to the WHR-506 Facility, including the transmitters and all other equipment, and sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-506 Facility, generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum specified in Section 2(f) pursuant hereto.

Prior to the commencement of operation of Institution's WHR-506 Facility from the Transmission Site, CS shall, effective on the first day of the calendar month following execution of this Agreement, reimburse Institution for all rental obligations, including early termination fees, if any, at Institution's current transmitter site location, and including any holdover periods at such location prior to relocation and commencement of operation at the Transmission Site. Institution currently leases transmission facilities for the WHR-506 Facility at the Burnett Building, 801 Cherry Street, Fort Worth, TX 76102, pursuant to an existing site lease agreement with Prentiss Properties Urban Management, a copy of which has been delivered to CS by Institution. Until CS uses CS Time, or June 1, 1997, whichever occurs first, all such site lease reimbursement payments and Transmission Site lease payments currently being made by Institution will be made by CS and shall be set off or credited against the applicable current or

and future Subscriber Royalty Fee owed by CS under Sections 2(f) and 7(b). After June 1, 1997 CS will be totally responsible for all site lease reimbursement payments and Transmission Site lease payments and will not be reimbursed by Institution for same.

(b) Equipment. CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Section 4(e) hereof. Except as provided in Section 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Section 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Sections 4(c) and 4(d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-506 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-506 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the removal of existing equipment of the WHR-506 facility at the Burnett Building, procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from the WHR-506 Facility and its present level of operations and convenience of the WHR-506 Facility.

(c) Equipment Purchase Rights. In the event that this Agreement terminates due to a Material Breach by CS, as defined in Section 13(b) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders, multiplexers and STL/TSL associated with Institution's WHR-506 Facility, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) Equipment Purchase. If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of thirty-seven (37) (ten [10] current installs and an additional twenty-seven [27]) receive sites designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned with necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Sections 2(f), 2(h), and 3, to ensure that all such sites have the same or better quality level of reception from the Transmission site as Institution's current receive sites receive from Institution's existing transmitter site(s), in both analog and digital mode of operation (hereinafter sometimes "installed" or "install" or "installation" as the context requires). Any receive sites over and above the once 'installed' thirty-seven (37) receive sites desired by Institution shall be 'installed' by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed Three Hundred Dollars (\$300.00) for an analog mode Standard Installation as defined herein, and, as provided in Section 2(f), not to exceed Five Hundred Fifty Dollars (\$550.00) for a digital mode Standard Installation as defined herein, for the 'installation,' unless the 'installation' is comparable to the standard installation CS would provide to its commercial Wireless Cable service subscribers, in which case the charge to Institution for such Standard Installation would be CS's customary charge to its commercial Wireless Cable service subscribers for such a standard installation, if lower. The cost of a Standard Installation to be charged to Institution hereunder may, at Institution's option, be deducted from the applicable royalty fee or Subscriber Royalty Fee as may then be due in accordance with Sections 2(f) and 7(b). Institution shall retain title to the receive site equipment 'installed' at the receive sites pursuant to this Section. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and 'installation' of equipment. Including in accordance with Section 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability, using software provided by CS, to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense. A Standard Installation shall include the 'installation' of the ITFS receiving antenna and all related equipment in a manner that meets the FCC protection requirements of Institution's

respective receive sites at an elevation (not to exceed thirty (30) feet above the base mounting location with respect to new sites and existing sites at or below thirty (30) feet above the base mounting location, and not to exceed the current elevation with respect to existing sites above thirty (30) feet above the base mounting location) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial or fiber cable) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system, and (iii) one (1) block down converter and up to five (5) channel selector decoders at each of the five (5) 'College District' locations identified in Schedule A. "Standard Installation" shall also include 'installation' of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in Sections 2(f), 2(h) and 3. Institution shall have the option to 'install' its own receive sites, including equipment, and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified in this Section and Section 2(f) or at no cost if CS would be required to provide such 'installation' at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the Basic Tier, First Basic Tier or and minimum service of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location. CS shall provide to Institution without charge throughout the term of this Agreement, at up to three (3) residential locations to be identified by Institution from time-to-time, the Basic Tier, First Basic Tier or and minimum service of transmissions provided over the Wireless Cable System, including Institution's ITFS Programming and transmissions, Institution to utilize the same for monitoring purposes.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the

service provided to Institution and provided further that Institution's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the wireless cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-506 Facility, and CS shall operate the WHR-506 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-506 Facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Section 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-506 Facility (including STL/TSL capability); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the WHR-506 Facility) under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the WHR-506 Facility in accord with the established procedures of the tower lessor; (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the WHR-506 Facility including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) BTA Authorizations. If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain, at its sole expense, the reception equipment at Institution's receive sites 'installed' at the expense of CS as may from time-to-time be designated on Schedule A, including the 'installation' of any replacement equipment required due to normal wear and tear ('replacement equipment'). With respect to the additional receive sites 'installed'

by CS beyond those which CS is required to 'install' at no expense to Institution, as designated by Institution from time-to-time on Schedule A, CS shall maintain such 'installation' (including equipment), including the 'installation' of replacement equipment, at its actual cost. At Institution's option, such costs may be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Sections 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

(i) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution full time dedicated Studio-to-Transmitter Link/Transmitter-to-Studio Link ("STL/TSL") facilities to connect Institution's studio facilities to the Transmission Site. The STL/TSL will consist of analog microwave path(s), digital microwave radio path(s); fiber optic (ATM/Sonet or DS3) or wideband dedicated telephony path, actual selection to be the optimum technology to enable Institution to fully utilize in the respective analog and digital modes Institution Time and all time within Institution's twenty-five percent (25%) of spectrum specified in Section 2(f), the Wireless Cable System as provided for in this Agreement, including but not limited to encoding, addressing and decoding. CS shall provide Institution with the STL/TSL on an exclusive, non shared-use basis. The STL/TSL and associated transmission, reception and interfacing equipment shall be fully installed, tested, certified, operational and activated upon Institution's commencement of ITFS operations from the Transmission Site and integrated into the Wireless Cable System. TSL capability shall, at a minimum, enable Institution to determine from its studio facilities whether each STL transmission, analog or and digital, has been delivered to the Transmission Site, in addition to any monitoring capability Institution may have with respect to Institution's transmissions from the ITFS transmitters. Institution shall have the right to approve the design parameters and the equipment used in the STL/TSL, and CS shall apply to the FCC for approval of the STL/TSL should such approval be required either to establish the transmission path(s) or to protect such paths from third party interference. Subject to such FCC approval, for which CS, at its sole expense, shall prepare, file and prosecute necessary and appropriate applications to the FCC for requisite FCC authorization, CS shall, at its sole cost and expense, complete the construction and installation of all required STL/TSL capability as and when required hereunder.

5. Cooperation in Maintaining and Modifying FCC Authorizations.

Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's sole expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its License and any associated authorization, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for

Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's sole expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable and commercial services, including but not limited to video programming services, on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues.

Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Sections 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Analog Compensation.

(a) Signing Bonus. CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution is in Material Breach of this Agreement and does not cure such Material Breach, in the amount of Sixty Thousand Dollars (\$60,000.00) within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement. This signing bonus is non-refundable, if, at any time, CS is in Material Breach of this Agreement and does not cure such Material Breach.

(b) Fees. Upon the initiation of service to commercial wireless subscribers over the Wireless Cable System or within sixty (60) days after completion of construction of the relocation of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization or on June 1, 1997, whichever occurs first, (hereinafter referred to as the "Start Date") CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to any and all of User's Wireless Cable service or and any other services for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: Twenty Cents (\$.20) times $x/2,920$ with "x" being the total number of hours of CS Time available to User on the ITFS Channels during the previous calendar month and the denominator, currently 2,920, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee of the following: in year one, Eight Hundred Dollars (\$800.00) per month; in year two, One Thousand Two Hundred Dollars (\$1,200.00) per month; in year three, Two Thousand Dollars

(\$2,000.00) per month; in year four and thereafter, Three Thousand Two Hundred Dollars (\$3,200.00) per month.

The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) Fee Calculations. For purposes of calculating the compensation due Institution pursuant to Sections 2(f) and 7(b), the average number of subscribers to any and all of User's Wireless Cable service or and any other services hereinafter "Subscribers" for any month shall equal the number of Subscribers as of the last day of the immediately prior month plus the number of Subscribers as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only Subscribers who are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Subscribers make their payments for past months. For purposes of the preceding sentence, Subscribers whose bills are outstanding forty-five (45) days or less shall be considered "current." In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent Subscribers shall be determined by dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Subscriber for the equivalent service.

(d) Fee Statements. CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) Fee Commencement. In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) Payment of Expenses. As stated herein, CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement; provided however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such

consent not to be unreasonably withheld, delayed, or conditioned. In addition, CS shall pay Institution's reasonable legal fees and reasonable related expenses incurred in connection with Institution's consideration and negotiation of this Agreement not to exceed Seventy Five Hundred Dollars (\$7,500.00); said expenses to be reimbursed no later than thirty (30) days following execution of this Agreement.

(g) Minimum Guaranteed Royalty Fee. During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the Minimum Guaranteed per channel Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and Minimum Guaranteed per channel Royalty Fee that CS will pay to any other ITFS licensee in the Fort Worth or Dallas Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution.

Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels (A1, A2, A3 and A4) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS.

CS represents and warrants as follows:

(a) Standing. CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the

State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Legal Obligation. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Eligibility to Conduct Business. CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

10. Right to Audit.

CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease.

Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Section 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of One Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution,

and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment, and the receive sites listed in Schedule A and the residential locations in Section 4(e), provided that Institution shall bear all costs for replacing any equipment that is lost, stolen, or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming and CS's Use of the ITFS Channels.

Under FCC Rules and Regulations, the Institution has final control over the programming broadcast by CS on the Institution's ITFS Channels. CS shall use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-506 Facility is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System subject to Section 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Section 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Section 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid.

(b) Termination By Reason of Material Breach and Remedies. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to: (i) failure of CS to secure the Transmission Site and sublease or assignment rights to the 'premises' for Institution as specified in and as required by Section 4 or to complete construction of the authorized facilities, as specified in and as required by Section 4, within the time period specified in applicable FCC authorizations, (ii) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the License, provided that such failure was not occasioned by or contributed to by CS, (iii) failure of CS to make any payment required under Sections 2 or 7 hereof, (iv) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-506 Facility consistent with applicable FCC regulations and other applicable law or to cause Institution to not be in compliance with the License; and (v) failure of CS to perform its obligations: (a) to construct, operate or maintain the Leased Equipment, including booster transmitters and STL/TSL facilities as specified in and as required by Section 4; (b) to 'install' and maintain Institution's receive sites as specified in and as required by Section 4; (c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Section 3; or (d) to use the ITFS Channels as specified in and as required by Section 12. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License, from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Wireless Cable service subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

1) Termination Upon Expiration Without Renewal: This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to Institution's License in the event the Parties cannot agree upon amendments to Institution's FCC

applications to modify Institution's License to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Institution If CS Becomes Insolvent. This Agreement may be terminated by Institution effective immediately upon written notice in the event that CS makes an assignment to the benefit of creditors, becomes insolvent or admits in writing its inability to pay debts as they become due, or a trustee or receiver is appointed by a court to receive any substantial part of CS's assets, or a proceeding is instituted under a provision of the Federal Bankruptcy Act by CS or Institution or a third party, including for voluntary reorganization with CS in possession, and is acquiesced in or is not dismissed within sixty (60) days or results in an adjudication in bankruptcy or the submission of a plan of reorganization.

(4) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(5) Termination For Failure of "Final Order". This Agreement shall terminate, at the option of Institution, should the FCC fail to issue a Final Order granting Institution authority to operate under its License from the Transmission Site as provided for herein. By "Final Order" the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate the WHR-506 Facility from the Transmission Site, then Institution may terminate this Agreement upon thirty (30)-days written notice.

(6) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Section 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant to Section 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Section 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to, or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Sections 2(f) and 7(b) to be accounted for as specified in

Section 13(a), and for the compensation due, if not then paid, under Section 7(a), (iii) Institution shall retain the option to purchase the Leased Equipment as provided for in Section 4(b) and 4(d), provided that such termination is not pursuant to Section 13(b) for Institution's Material Breach; and (iv) in all events, Institution shall retain its lease, sublease, or assignment rights to the 'premises' as provided under Section 4(a).

14. Transfer and Assignment.

(a) General Terms. Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld, provided that the entity receiving the assignment or transfer assumes in writing the remaining duties and obligations of the assigning or transferring Party. In addition, should CS assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee submit to Institution documentation demonstrating its financial capability, as defined by the FCC's Rules, to assume the rights or obligations under this Agreement.

(b) Institution Discontinue. CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with Institution to find another qualified entity to hold the ITFS License(s) (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is substantially comparable in all material respects with this Agreement (a "Comparable Agreement"). However, nothing in this Section shall diminish the Institution's right to select the New Licensee.

(c) New Licensee. In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all of Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) Institution Release. If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) Failure to Secure New Licensee. In the event that Institution, using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption

or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Indemnification.

(a) Indemnification by Institution. Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS channels, provided that CS: (i) gives Institution prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords Institution the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; and (iii) has fully complied with all of its material obligations hereunder at the time thereof.

(b) Indemnification by CS. CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities including injury to persons or death, or FCC licenses, provided that Institution: (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; (ii) affords CS the opportunity to participate in the disposition (by compromise, settlement or other resolution) of any such claim or litigation; (iii) has fully complied with all of its material obligations hereunder at the time thereof; and (iv) any construction, maintenance, installation, 'installation,' Standard Installation or other work performed by CS or any authorized agent or subcontractor under this Agreement.

(c) Obligation to Defend. Each Party shall notify the other of any claim or litigation ("Claim") promptly upon receipt of same. Either Party (hereinafter referred to as the "Indemnitor" or the "Indemnatee" as appropriate) shall have the option to defend, at its own expense, any such Claim arising under this Section 15. Upon notification by Indemnatee, Indemnitor shall resist and defend against such Claim, at the sole expense of Indemnitor, using counsel subject to the Indemnatee's prior approval. The Indemnatee shall have the right to participate in any action, suit or proceeding instituted against it with respect to a Claim and to designate attorneys to represent it which attorneys shall be independent of any Indemnatee-approved attorneys chosen by the Indemnitor relating to such Claim. The Indemnitor shall keep the Indemnatee fully advised with respect to any Claim brought against the Indemnatee and the progress of any suits, actions or proceedings in which any such Indemnatee is not participating. If the Indemnitor shall fail to promptly defend a Claim brought against the Indemnatee, the

Indemnatee may undertake such defense at the Indemnitor's expense, and shall have the right to offset any expenses incurred against moneys owed, if any, by the Indemnatee to the Indemnitor. The Indemnitor shall pay all Claims, including satisfying all judgments that may be incurred by, or rendered against, the Indemnatee in connection therewith, including obtaining accord, satisfaction and full and complete release of the Indemnatee. The Indemnitor shall not settle nonmonetary aspects of any Claim without the prior written approval of the Indemnatee. The Indemnitor waives any rights or claims it may have against the Indemnatee arising or alleged to have arisen from any Claim or claim for Worker's or Workmen's Compensation which might be filed against the Indemnitor. The Indemnitor's indemnification obligations under this section shall not be limited in any way including by any limitation on the amount or type of damages, compensation or benefits payable under any worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(d) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's utilization of the Wireless Cable System, including Institution's WHR-506 Facility, related equipment, including the 'premises,' the Leased Equipment and Institution's receive sites and equipment 'installed' by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than One Million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than One Hundred Thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than One Million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this section shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this section or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-506 Facility to the Transmission Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military

authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

17. Specific Performance.

The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

18. Non-Wireless Cable Option.

CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

19. Notice.

Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Bob Frost, Director of Instructional Support Services
Tarrant County Junior College District
5301 Campus Dr.
Fort Worth, Texas 76119

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Senior VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

20. Severability.

Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

21. Venue and Interpretation.

Venue for any cause of action or arbitration by or between Institution and CS shall be Tarrant County, Texas, and all provisions of this Agreement shall be construed under the laws of Texas

applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Entire Agreement.

This Agreement and exhibits and schedules hereto, including Exhibit to Section 2(b), constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

23. Dealings with Third Parties.

Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

24. Headings.

The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.

25. Counterparts.

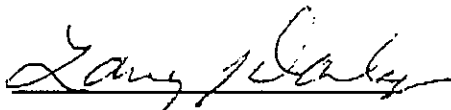
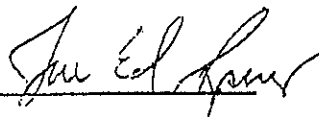
This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day of

DECEMBER, 1996.

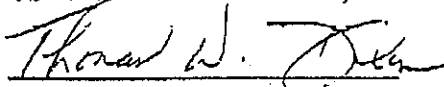
ATTEST:

TARRANT COUNTY JUNIOR COLLEGE DISTRICT

NAME Larry J. DarlageTITLE Interim ChancellorWitness: 

ATTEST:

CS WIRELESS SYSTEMS, INC.

NAME Thomas W. DixonTITLE Sr VPWitness: 

Fort Worth, TX

B Group

-

WLX649

*Assumed in WorldCom
Bankruptcy, No Lease
Available*

Fort Worth, TX

C Group

-

WHR883

48321

FORT WORTH CS
WHR883

NITV
ITFS AIRTIME ROYALTY AGREEMENT

THIS AGREEMENT, is made this 15th day of February, 1980 by Network For Instructional TV, Inc. (hereinafter referred to as "NITV") having its principal place of business at 1595 Springhill Road, Suite 350, Vienna, VA 22182 and People's Choice TV Partners, a Wisconsin Partnership (hereinafter referred to as "PCTV") having its principal place of business at 233 N. Garrard, Rantoul, Illinois 61866.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Instructional Television Fixed Service ("ITFS") channels and has authorized the licensee to make excess capacity available to non-ITFS users; and

HP MO Subject to FCC approval,

WHEREAS, NITV, is the holder of licenses or construction permits issued by the FCC for the operation of ITFS channels C1, C2, C3, C4 as designated by subpart I of Part 74 of the FCC's rules in Fort Worth, Texas Metropolitan Area ("The Metropolitan Area").

WHEREAS, PCTV is in the business of providing subscription television programming to its paying customers via microwave transmission known as Wireless Cablevision and is desirous of using excess ITFS capacity; and

WHEREAS, PCTV believes that practical adjacent channel operation of the ITFS spectrum is feasible and the parties agree that any of the above referenced ITFS Channels licensed or granted to NITV by the FCC in the band 2500 - 2700 MHz, whether interleaved, adjacent, or non-contiguous are encompassed by this Agreement. As used herein, the phrase "ITFS Channels" shall mean the entire spectrum of frequencies in the band 2500 - 2700 MHz which are licensed to NITV.

WHEREAS, PCTV intends to enter into other ITFS, and or Multipoint, Multichannel Distribution Service ("MMDS") channel agreements with other licensees and applicants in the Metropolitan Area so as to increase the number of channels of programming PCTV is able to deliver to its subscribers. The network of co-located channels thus created shall hereinafter be described as "PCTV's System".

WHEREAS, NITV has determined that there will be excess air-time capacity available on the ITFS channels to be utilized for NITV's educational needs and that this excess air-time capacity is available for commercial programming. NITV has further determined that by combining its educational programming with PCTV's commercial programming, a significant increase may be achieved in the number of persons who will have access to NITV's educational programming at little or no additional cost. Since the dissemination of educational programming is significantly increased as a result of the integrated system it is consequently determined that each channel is

being used substantially for ITFS purposes in serving the good of the public.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein NITV and PCTV do hereby agree and warrant as follows:

1) TERM OF AGREEMENT.

- a) Initial Term. The term of this Agreement shall commence upon the date of its execution and shall extend for an initial term of five (5) years from the Start Date as defined in Paragraph 12 hereof. Said period is hereinafter referred to as the "Initial Term".
- b) Renewal Term. Provided PCTV's rights have not been terminated pursuant to Paragraph 9 (a), this Agreement shall automatically and without further notice be extended for one (1) successive additional term (such additional term is hereinafter referred to as the "Renewal Term") of five (5) years unless and until PCTV shall have served written notice on NITV at least sixty (60) days prior to the expiration date of the Initial Term that it elects not to renew this Agreement for the Renewal Term. It is acknowledged and agreed that PCTV shall have the absolute right not to renew this Agreement notwithstanding any provision hereof to the contrary.
- c) No Rights Beyond Term of Licenses. NITV and PCTV agree that this Agreement shall not give rise to any rights or remedies beyond the expiration of any FCC license necessary for the continued operation of the ITFS channels, whether such expiration occurs during the Initial Term, the Renewal Term or the term of any Additional Renewal. Provided, however, that while this Agreement is in effect, NITV shall obtain and maintain in force all licenses, permits and authorizations required or desired for the use of the NITV ITFS channels. NITV shall take all necessary steps to renew the licenses for the NITV ITFS channels and shall not commit any act or engage in any activity which could reasonably be expected to cause the FCC to impair, restrict, revoke, cancel, suspend or refuse to renew the ITFS licenses. NITV shall take all reasonable steps to comply with the Communications Act of 1934 as amended and the rules and regulations of the FCC, and shall timely file all reports, schedules and/or forms required by the FCC to be filed by NITV.

d) Additional Renewals/Right of First Refusal.

If PCTV delivers to NITV no later than ninety (90) days prior to the end of the Renewal Term a written offer for a new Royalty Agreement, NITV may accept or reject said offer. If NITV rejects said offer, NITV grants PCTV a right of first refusal on any competing proposals for Royalty Agreements for any part of the channels received by NITV within twelve (12) months after the expiration of the Renewal Term. If any acceptable offer to use the channels is made to NITV, NITV shall give written notice to PCTV describing the entity to whom the proposed use is to be made, the fees, charges, rental or other consideration to be received for the use, the terms thereof and generally the relevant other terms and conditions of the use. PCTV shall have a period of thirty (30) days after its receipt of such notice from NITV in which to elect, by giving written notice to NITV, to use for the same fees, charges, rental or other consideration for which NITV proposed to allow usage of the channel or channels to the third person.

If the fees, charges, rental or consideration to be paid by the third person was to be in whole or in part in form other than cash, the consideration payable by the third person shall be so stated by PCTV as a sum certain in its notice of election.

If NITV does not believe PCTV's stated offer is in an amount fairly equivalent to the fair value of the consideration payable by the third person and so notifies PCTV in writing within seven (7) days after NITV's receipt of PCTV's notice of election to so use or purchase, PCTV may elect within five (5) days after its receipt of such notice from NITV to refer such question for determination by an impartial arbitrator and the right of first refusal of PCTV shall then be held open until five (5) days after PCTV is notified of such determination. Said arbitrator shall be chosen either by agreement of PCTV and NITV at the time such question arises, or, at the option of either party, by referring the question to the American Arbitration Association with instructions that the American Arbitration Association select a single arbitrator under a request from the parties for expedited and accelerated determination. The determination of the arbitrator chosen under either option contained in this subparagraph shall be final

and binding upon PCTV and NITV. The parties shall share equally in the costs and fees of the Arbitration.

In the event PCTV shall elect to exercise its said right of first refusal, the Royalty Agreement shall be consummated within fifteen (15) days following the day on which NITV received notice of PCTV's election to exercise the right of first refusal or the day upon which any question required to be determined by the arbitrator hereunder has been determined, or at such other time as may be mutually agreed. The right of first refusal is terminated either by the use to PCTV as provided herein or by notice to PCTV of NITV's proposal to offer for use the channels or any part to a third person and PCTV's unwillingness or failure to meet and accept such a bonafide offer pursuant to the times and procedures as set forth above, provided that such proposed use is consummated at the same fees, charges, rental or other consideration and upon the same terms as to which said right of first refusal applied, within thirty (30) days after PCTV's right of first refusal had expired or has been specifically waived by written notice given to NITV by PCTV.

- e) Operation During Extended Term. If PCTV and NITV are unable to reach agreement for Additional Renewals, this Agreement shall remain in effect for a reasonable period (the "Extended Term") but not more than nine (9) months after the Expiration Date of this Agreement on the same terms and conditions as are provided for in this Agreement, in order to afford each party an opportunity to prudently avail itself of alternative distribution facilities. On the last day of the Extended Term (the "Extended Expiration Date"), PCTV shall cease to use the ITFS channels.

2) ALLOCATION OF AIR-TIME.

- a) NITV's Air-Time. To the extent allowed by the FCC rules and regulations and any amendments thereof, NITV agrees to make available to PCTV the use of all excess capacity air-time on NITV's ITFS channels as more fully set forth herein. As used in this Agreement the phrase "Excess Capacity Air-time" means all air-time on the ITFS channels apart from "NITV's Air-Time."
- b) NITV's Air-Time. NITV reserves for the group of four channels licensed, a total of 168

hours of Air-time each week. This Air-time shall include eighty (80) hours of Air-time for the group of four channels each week (Monday through Saturday) to be used by NITV for its ITFS scheduled programs aired between the hours of 8:00 a.m. and 10:00 p.m. including a minimum of three hours per channel each week day (Monday through Friday) excluding Holidays and school vacation days. NITV agrees that: it will not transmit programming over more than one (1) channel at any one time during the hours of 4:00 p.m. and 10:30 p.m. local time and (b) it will not transmit programming over more than two (2) channels at any other time of the day.

- c) Schedule of Air-Time. Attached hereto and made a part hereof as Exhibit A, is the schedule which depicts the agreement of the parties as to the airtime use of NITV's channels.
- d) Use of Vertical Blanking Intervals. To the extent that NITV's use will not violate the provision of Paragraph 2 (f), NITV reserves for its exclusive use the vertical blanking intervals, associated subcarriers and response channel time that are a part of NITV's licensed ITFS spectrum. Notwithstanding the foregoing, PCTV shall have the right to use the vertical blanking intervals subcarriers and the associated response channel(s) of the ITFS Channels to the extent necessary for its wireless cable business (e.g. scrambling, addressability). Should PCTV wish to use the vertical blanking intervals, subcarriers and associated response channels for reasons unrelated to its wireless cable business, NITV and PCTV agree to negotiate in good faith the terms for such usage.
- e) NITV's Increase in Scheduling. NITV acknowledges that a significant capital expenditure is to be made by PCTV for the mutual benefit of the parties to this Agreement. NITV expressly agrees to use its best efforts to take no action which would jeopardize the ability of PCTV to fully recover its investment through its provision of services contemplated by this Agreement. In this regard, it is acknowledged that NITV's primary purpose for Air-Time use is to provide educational programming for credit and non-credit purposes. In the event that NITV seeks to broadcast ITFS educational programming beyond 168 hours per week to satisfy a demonstrated need for educational programming thereby reducing PCTV's Excess

Capacity Air-Time to less than 504 hours per week (Monday-Sunday), then NITV shall provide PCTV with 120 days notice of its intent. Any such reduction of PCTV's Excess Capacity Air-Time shall hereinafter be referred to as a "Significant Reduction in PCTV Air-Time".

In the event a Significant Reduction in PCTV's Air-Time occurs as the result of changes in FCC rules and regulations, the non-compliance with which would result in NITV's losing its' license to operate the channels, then PCTV shall have the right to terminate the Agreement after providing NITV with ninety (90) days notice of its intent to do so. If PCTV does terminate the Agreement as provided in this paragraph 2 (e) then PCTV shall have the right to keep as its property all of the Leased Equipment (as defined in paragraph 3 (b)).

- f) Significant Reduction in PCTV's Air-Time. At any time after the Start Date NITV may request a Significant Reduction in PCTV Air-Time not required by FCC rules and regulations, in order to satisfy a demonstrated need for the transmission of educational programming. Upon such request being made, the parties hereto shall negotiate in good faith toward permitting NITV to recapture time pursuant to its request. Before such recapture is allowed, the negotiations must result in mutually acceptable terms. In no event, however, shall PCTV be obliged to permit a Significant Reduction in PCTV Air-Time if after negotiating in good faith, the parties are unable to reach an agreement.
- g) NITV's Use of ITFS Channels. NITV recognizes the mutual benefits and technological advantages of the use of encoding methods for program security, equipment signaling and individual addressability control over unauthorized equipment use subject to the limitations of paragraph 16. PCTV agrees to make NITV aware of the technological methods employed by its' program security equipment. NITV agrees that its program services and air-time use will not harm or interfere with PCTV's current or future signal paths utilized within PCTV's System for program encryption, pilot carrier signaling and other technical needs utilized for the operation of and such services provided by PCTV's System. Neither party, by its own action, or through a third party, will utilize any part of the licensed frequency spectrum to create or operate a

service that is in competition with current, planned or future services provided by the other party. Notwithstanding the foregoing sentence, PCTV will not be precluded from distributing the programming of other ITFS licensees or news, educational or public affairs programming (e.g. CNN, FNN, C-Span, The Learning Channel, The Discovery Channel) customarily distributed via television, cable or wireless cable television systems.

- h) Change of Schedule. NITV agrees to provide PCTV with a one-hundred twenty (120) day notice of any intended modification of the schedule of Air-Time as attached on Exhibit "A".

3) TRANSMISSION SITE AND FACILITIES.

- a) Transmission Site. Upon execution of this Agreement, PCTV and NITV shall together select a mutually acceptable location for the Transmission Site for the provision of the services contemplated by this Agreement. This site shall hereinafter be described as the "Transmission Site". PCTV shall contract for a lease of space at the Transmission Site upon such terms as the parties agree. The Transmission Site and Lease shall comply with the standards, specifications and regulations of the FCC rules and order pertaining to NITV's ITFS license. NITV shall file, if it has not already done so, the appropriate applications with the FCC to secure authorization to operate the ITFS channels from the Transmission Site. If upon reviewing NITV's ITFS application the FCC directs NITV to amend its application, including the terms and conditions of this Agreement, in order to bring the application within compliance with FCC regulations and guidelines for a conditional construction permit or license, the parties shall immediately negotiate in good faith toward the necessary revisions. NITV shall file such agreed revisions to its FCC applications. If the parties hereto cannot agree upon such revisions, then this Agreement shall be terminated without further liability.
- b) System Construction. Upon issuance by the FCC of appropriate authorization for the ITFS Channels at the Transmission Site, PCTV shall within a reasonable period of time, but not later than six (6) months thereafter, begin construction of the ITFS Channel transmission facilities. At its expense, PCTV shall purchase and install such transmitters, transmission line, modulators,

antennas, and other equipment as required to operate the ITFS channels in accordance with the provision of such authorization. Any equipment so used in said construction shall be leased to NITV pursuant to Paragraph 5 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment"). PCTV further agrees throughout the term of this Agreement to provide NITV, at no cost to NITV, with sufficient space at the Transmission Site for any reasonable equipment required to provide for NITV's audio and video transmission needs for its ITFS programming. PCTV shall retain title to the Leased Equipment except as noted by Paragraph 15 herein.

- c) Maintenance of Transmission Equipment. Subject to NITV's right to supervise the maintenance of this equipment, PCTV shall maintain and operate the Leased Equipment during the terms of this Agreement solely at its expense. PCTV shall also pay all ad/valorem taxes assessed against the Leased Equipment.
- d) Interference. PCTV shall operate the Leased Equipment so that such operation does not create or increase interference with electronic transmission of any other FCC licenses entitled to protection under FCC rules and regulations. If PCTV's operation of the Leased Equipment does so create or increase interference, PCTV shall cease operations causing the interference or at its option retain the services of engineers and attorneys necessary to resolve the interference problem. PCTV shall pay all engineering and legal fees necessary to resolve the interference problem so created.
- e) Alterations and Attachments. PCTV, at its own expense, may make alterations of or attachments to the ITFS Equipment or the Common Equipment (including the installation of encoding and/or addressing equipment) as may be reasonably required from time to time by the nature of its business; provided however, that such alterations or attachments do not interfere with NITV's signal or ongoing operations or violate any FCC rules or regulations; and provided further that FCC authorization, if required, is obtained in advance of any such alteration or attachment at the sole cost of PCTV. To the extent any FCC authorization pertaining to the ITFS Equipment is required, NITV agrees to use its best efforts to obtain such authorization.

f) Increase In Authorized Transmission Power Requirements. If PCTV determines during the term of this Agreement that an increase in transmitter power is reasonably necessary to better serve PCTV's customers, and those of NITV, NITV shall not unreasonably withhold its consent to such action. PCTV shall, at its cost, perform such re-engineering studies as may be reasonably necessary and, upon completion of such re-engineering studies, NITV shall, at PCTV's cost, file the appropriate applications with the FCC to secure approval for such increased transmitter power. Upon approval of any such application by the FCC, PCTV shall at its expense forthwith commence to upgrade the ITFS Channel transmission facilities in accordance with such FCC authorization.

g) Licensee Control and Liability. Nothing herein shall derogate from such licensee control of operations of the ITFS Channels that NITV, as an FCC licensee, shall be required to maintain and PCTV acknowledges the reservation by NITV of such control.

4) ADDITIONAL PCTV SERVICES AND EQUIPMENT.

a) NITV's RECEIVE SITES. Attached hereto as Exhibit B is a copy of FCC form 330, Section IV listing the receive sites designated by NITV to receive its ITFS programming. Exhibit B also allocates those receive sites to be installed at the expense of NITV and those to be installed at the expense of PCTV. In no event shall PCTV be required to install more than 15 receive sites at its expense. Those to be installed at the expense of PCTV shall be installed with a Standard Installation. If as the result of any relocation of the Transmit Site, the equipment at NITV's existing site must be reoriented, PCTV shall pay the cost of same. As used herein for the purposes of this Agreement, the phrase "Standard Installation" shall mean an installation consisting of the placement of the ITFS/MMDS receiving antenna at an elevation (not to exceed thirty (30) feet above the base mounting location), which could normally receive the line of sight transmission from the Transmission Site, the coupling thereto of a block down converter and a sufficient amount of transmission line (coaxial cable) to connect the received ITFS programming to the input of, (i) a standard television receiver or (ii) the receive site internal/external distribution system.

- b) Additional Services. PCTV agrees to downlink at its transmission site two channels of satellite transmitted programming to be selected by NITV subject to its local curriculum committee and aired during NITV Air-time. PCTV also agrees to purchase, construct and maintain, at PCTV's expense, one studio to transmit link ("STL") from a remote broadcast facility of NITV to be selected by NITV, but which shall be located within the Metropolitan Area. NITV agrees to use its best efforts to make space available to PCTV for additional satellite reception equipment at no additional charge to PCTV at the NITV remote broadcast facility.
- c) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of NITV or its agents, at its expense PCTV shall maintain the reception equipment at the NITV receive sites designated on Exhibit "B" sites to be installed at the expense of PCTV.
- d) PCTV Scrambling of Signals. PCTV intends to install scrambling equipment as soon as its business plan permits for purposes of scrambling its programming and the programming of NITV where appropriate. Until PCTV scrambles its signals, PCTV shall upon receipt of notice by NITV; (1) trap out all non NITV frequencies at all NITV receive sites; and (2) immediately terminate all PCTV programming over the NITV frequencies that would be subject to termination under the provisions of paragraph 7 of this Agreement. Once PCTV begins scrambling its signals, PCTV shall provide to NITV at all NITV receive sites decoders that will enable NITV to descramble the signal at the NITV receive sites to allow simultaneous use of all educational programming shown over NITV channels. This retrofit will enable the NITV receive sites to view the educational programming in the same manner as prior to PCTV scrambling. Once this scrambling occurs, then upon request by NITV, PCTV shall use its best efforts to descramble the NITV signal at PCTV subscribers' receive sites. Also upon request by NITV, PCTV shall use its best efforts to descramble the PCTV signals at NITV receive sites.
- 5) LEASE OF EQUIPMENT. NITV shall lease from PCTV the Leased Equipment during the term of this Agreement for the sum of \$1.00 per year. A list of this equipment is attached hereto as Exhibit C and incorporated by reference herein. NITV shall have

no responsibility for the loss of or damage to the Leased Equipment during the term of this Agreement and PCTV shall bear all such responsibility, provided however, that NITV be liable for any loss or damage to the Leased Equipment caused by any intentional or negligent act of NITV, its agents, affiliates, representatives or invitees.

6) FEES.

a) Subscriber Royalty Fees. Beginning on the Start Date and continuing thereafter during the first twenty-four (24) months after the Start Date, PCTV shall pay NITV a subscriber Royalty Fee of [REDACTED] per month. Beginning with the twenty-fifth (25) month after the Start Date and continuing thereafter during the Initial and Renewal Term of this Agreement thereof, if any, PCTV shall pay to NITV a Subscriber Royalty Fee. The monthly Subscriber Royalty Fees payable by PCTV to NITV beginning with the twenty-fifth (25) month shall be the greater of [REDACTED] or [REDACTED] per subscriber. All computations of Subscriber Royalty Fees herein shall be based upon the average number of subscribers subscribing to PCTV's pay television programming service. As used herein, the term "Subscriber" means a person who is paying for PCTV's basic (first tier or entry level) programming service. For purposes of this paragraph the average number of subscribers shall equal the number of subscribers as of the last day of the prior month plus the number of subscribers as of the last day of the current month divided by two. For purposes of this paragraph, in situations where programming is sold in bulk (that is, where a number of viewing units are grouped for billing purposes -- such as may be the case with hotels and some multiple dwelling units), the number of equivalent subscribers shall be determined by dividing the total monthly revenues derived from said bulk billing point by PCTV's then prevailing retail monthly rate for the equivalent programming service to individual subscribers in the Metropolitan Area.

i) If PCTV elects to comband the channels used pursuant to this Agreement, and such comband is not the result of a Significant Reduction in PCTV's Air-Time, then in addition to the fees payable as provided in paragraph 6 (a) PCTV shall pay an additional monthly comband surcharge which will be determined jointly by NITV and

PCTV. The amount of the monthly comband surcharge to the subscriber fees payable pursuant to paragraph 6 (a) shall be as then agreed by the parties, but in no event shall the increase in Subscriber Fees that results from this surcharge added be greater than the proportionate increase in the Basic Subscriber Fees charged by PCTV after combanding less the monthly cost to PCTV for the additional capital investment in customer equipment combanding requires. For purposes of this paragraph the monthly cost to PCTV for the capital investment in customer equipment shall be computed by amortizing monthly the actual cost to PCTV of the additional subscriber equipment over five years at an interest rate of two percent (2%) greater than the prime lending rate then in effect in the Metropolitan Area.

- b) Required Certificate and Payment Dates. PCTV, shall, within thirty (30) days of the end of each month in which Air-Time is used hereunder, provide NITV with a certificate certified as accurate and correct by an authorized agent of PCTV showing the average number of subscribers served during said month. The Subscriber Royalty Fees to be paid by PCTV hereunder shall accompany each required certificate. If PCTV fails to make any payment required by this Agreement within ten (10) days of the due date thereof, NITV shall have the right to give PCTV notice of the default in payment. If PCTV fails to cure said default in payment within twenty (20) days of the receipt of said notice, PCTV shall be in breach of this Agreement and NITV shall have the right to terminate the Agreement.
- c) Right to Audit. PCTV shall for a period of three (3) years after their creation, keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records pertaining to PCTV's use of the PCTV Time and NITV's charges hereunder; and such records and corporate accounts shall be available for inspection and audit at PCTV's corporate offices or at PCTV's offices in the Metropolitan Area, as designated by PCTV, at any time or times during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by NITV or its nominee. Notwithstanding the foregoing, NITV shall be entitled to only one audit of PCTV's records and accounts during any calendar year and said

audit shall be limited to the records and accounts of PCTV for the immediately preceding twelve (12) months, unless an error exceeding ten percent (10%) of the total is found, in which case PCTV's records and accounts of the immediately preceding three (3) years may be inspected. NITV shall provide PCTV with ten (10) business days' advance notice of its intent to inspect said records and accounts prior to being allowed to do so. All information obtained by NITV during any audit herein shall be maintained by NITV in strict confidence.

- 7) Control Over Programming. NITV shall determine what programming is to be shown during NITV's Air Time. PCTV intends that only programming of a sort which would not serve to place NITV's regulatory status or reputation in the community in jeopardy will be transmitted by PCTV on the ITFS Channels. The parties recognize the difficulties inherent in specifying exact standards in this paragraph (7) but believe that good faith efforts on both sides can overcome whatever differences may arise. In an attempt to minimize disputes, recognizing the difficulties inherent in specifying exact standards herein, it is agreed that PCTV shall have the right to market the programming provided by the networks and services listed on Exhibit D. If however, the programming content of any of the networks and services listed on Exhibit D materially changes, NITV shall have the right upon fourteen (14) days notice, to deny PCTV the right to continue transmitting said networks programming or demand that both audio and video elements of such programming and services be scrambled to NITV's reasonable satisfaction so they are not viewable at NITV receive sites. If PCTV proposes to transmit the programming of any new programming service, then PCTV shall notify NITV in writing specifying in detail the nature of the new programming service and NITV shall have the right, upon written notice served upon PCTV within thirty (30) days after NITV's receipt of any such notice from PCTV, to deny to PCTV the right to transmit service if said programming is X-rated, indecent, obscene as defined in the laws of the United States or the laws in the State in which the Channels are located, FCC rules and regulations, or which would in NITV's opinion serve to place NITV's reputation or regulatory status in jeopardy. If no such denial notice is received by PCTV within said thirty (30) days PCTV shall be authorized to transmit all such services for which no denial notice is received.

- 8) PROSECUTION OF PETITIONS, AUTHORIZATIONS AND LICENSES.

a) Best Efforts to Secure Approval of this Agreement. The parties recognize that certain approvals will be required from the FCC in order to effectuate this Agreement. Both parties shall use their best efforts to prepare, file and prosecute before the FCC all petitions, waivers, applications and other documents necessary to secure any FCC approval required to effectuate this Agreement. PCTV shall assist in the preparation and prosecution of such applications and shall pay all filing fees, attorney's fees, engineering fees, and all other expenses in connection therewith. NITV also agrees to cooperate with PCTV's efforts to cause other ITFS, "MMDS", Operational Fixed Service ("OFS") and Multipoint Distribution Service ("MDS") operators to co-locate at the Transmission Site. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both parties have reviewed such filing prior to its submission.

b) Further Efforts. Throughout the Initial Term, the Renewal Term and any Additional Renewals of this Agreement, NITV shall use its best efforts to obtain and maintain in force all licenses, permits and authorizations required for PCTV and NITV to use the ITFS Channels as contemplated by this Agreement. When mutually agreed by the parties and at PCTV's sole expense, NITV shall apply for, and use its best efforts to obtain those reasonable license modifications which would assist PCTV in its business. NITV also shall consider filing, at PCTV's sole expense, such reasonable protests, comments or other petitions to deny any other ITFS, MMDS, MDS and/or OFS applications or amendments as may be requested by PCTV in the mutual best interests of the parties and the public. NITV and PCTV shall promptly notify each other of any event of which it has knowledge that may affect any of the licenses, permits or authorizations affecting the ITFS Channels.

9) TERMINATION.

a) Termination of FCC Authorization. This Agreement shall terminate in the event that for any reason (i) NITV shall not be licensed on the leased ITFS Channels or (ii) the FCC shall terminate NITV's authority to

lease the ITFS Channels in accordance with the terms of this Agreement.

- b) Termination by Reason of Default or Nonperformance. If PCTV fails to perform any obligations to be performed by it under the provisions of this Agreement, except as provided for in paragraph 6(b), and fails to cure said default within thirty (30) days of the receipt of notice from NITV specifying the element(s) of said default, then PCTV shall also be in breach of this Agreement. In that event, NITV may terminate, at its option, the Royalty Agreement.

If NITV defaults in its obligations under this Agreement and continues in said default for a period of thirty (30) days after receipt of notice from PCTV specifying the element(s) of said breach, then NITV shall be in breach of this Agreement. In that event, PCTV may, at its option, terminate the Royalty Agreement.

For purposes of this paragraph 9(b), if a default cannot reasonably be cured within thirty (30) days after receipt of notice from the non-defaulting party, but the party alleged to be in default begins and diligently pursues steps toward curing the default within said thirty (30) days, no breach will result.

- c) Termination by Reason of Insolvency.

If either party files a petition pursuant to Title 11 of the United States Code or is adjudged a Debtor after the filing of an involuntary petition against that party, or if either party files a petition for relief pursuant to any State insolvency laws, then, to the extent federal and or state laws allow, this Agreement may be terminated by the other party fifteen (15) days after providing notice of its intent to terminate.

- d) Remedies to Continue. In the event of termination of this Agreement pursuant to (a) (b) or (c) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law to the non-defaulting party arising by reason of a breach or default of this Agreement.

- 10) Transfer of Rights and Obligations. PCTV shall have the right to assign its rights under this lease as collateral for any financing arrangements it makes. PCTV shall also have the right to

pledge the Leased Equipment as collateral security for any loans it makes, provided, however that any pledge of the Leased Equipment shall be made subject to the provisions of this lease. PCTV agrees to execute any financial statements or security agreements under the Uniform Commercial Code NITV may require to evidence NITV's secured interest in the leased equipment. PCTV shall further have the right to subcontract any portion but not all of its obligations under this Agreement to any partnership, joint venture, corporation or entity which PCTV may choose, provided that PCTV gives NITV notice of any proposed subcontracting and, provided further, that no such subcontracting shall release PCTV from fulfilling all of its obligations under this Agreement. Apart from the foregoing, neither party may assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld unless in the reasonable judgment of NITV, such transfer would not provide for reasonable continued growth in the Wireless Cable business.

- 11) Start Date. For the purpose of this Agreement, the Start Date shall be that date indicated in writing by PCTV to NITV not more than thirty (30) days after the completion of construction at the Transmission Site and the grant to NITV of the FCC license to operate the ITFS channels in accordance with the terms of this Agreement, such date to be no more than thirty (30) days after the date of such notice. PCTV shall not begin providing service to its subscribers prior to Start Date.
- 12) Indemnification. To the extent permitted by state and federal law and its charter by-laws NITV shall forever protect, save and keep PCTV and its permitted successors and assigns harmless and indemnify PCTV against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever, including reasonable attorneys fees, arising directly or indirectly out of (i) the negligence or willful misconduct of NITV, its agents or employees in connection with the performance of this Agreement or (ii) any programming transmitted by NITV during any of NITV's Air-Time.

To the same extent NITV is permitted by law to indemnify PCTV, PCTV shall forever protect, save and keep NITV and its permitted successors and assigns harmless and indemnify NITV against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature

whatsoever, including reasonable attorneys' fees, which arise directly and indirectly out of (i) the negligence or willful misconduct of PCTV, its agents or employees, in connection with the performance of this Agreement, (ii) any programming transmitted by PCTV pursuant to this Agreement, (iii) any and all dealing by PCTV or any of its authorized agents or subcontractors with the public, third parties and subscribers to the PCTV's programming service if (iv) any maintenance, installation or other work performed by PCTV or any authorized agent or subcontractor under this Agreement.

Each party shall notify the other of any such claim promptly upon receipt of same. Either party (hereinafter referred to as the "indemnatee") shall have the option to defend, at its own expense, any claims arising under this Paragraph. If Indemnitor assumes the defense of any such claim, Indemnatee shall delegate complete and sole authority to the Indemnitor in the defense thereof.

13) INSURANCE.

- a) Policies Required. At its sole expense, PCTV shall secure and maintain with financially reputable insurers, one or more policies of insurance insuring the Leased Equipment and PCTV's utilization of the ITFS channels against casualty and other losses of the kinds customarily insured against by firms of established reputations engaged in the same or similar line of business, of such types and in such amounts as are customarily carried under similar circumstances by such firms, including, without limitations: (i) "All risk" property insurance covering the ITFS Equipment and the Common Equipment to the extent of one hundred percent (100%) of its full replacement value without deduction for depreciation; (ii) comprehensive general public liability insurance covering liability resulting from PCTV's operation of the ITFS Equipment on an occurrence basis having minimum limits of liability in an amount of not less than one million dollars (\$1,000,000.00) for bodily injury, personal injury or death to any person or persons in any one occurrence, and not less than two million dollars (\$2,000,000.00) in the aggregate for all such losses during each policy year, and not less than one million dollars (\$1,000,000.00) with respect to damage to property; (iii) all workers compensation, automobile liability and similar insurance required by law;

- b) Insurance Policy Forms. All policies of insurance required by this paragraph shall, where appropriate, designate NITV as either the insured party or as a name additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which NITV shall carry, and shall contain a provision that the issuer shall give to NITV thirty (30) days prior written notice of any cancellation or lapse of such insurance or of any change in the coverage thereof.
- c) Proof of Insurance. Executed copies of the policies of insurance required under this section or certificates thereof shall be delivered to NITV not later than ten (10) days prior to the Start Date. PCTV shall furnish NITV evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.
- 14) Relationship of Parties. NITV and PCTV by the provisions of this Agreement will enter an Air-Time use relationship and not a joint venture. They will carry out this Agreement to preserve that intent. Neither party shall represent itself as the other party, nor as having any relationship with one another, except as NITV and PCTV under the terms of this Agreement.
- 15) PURCHASE OPTION.
- a) PCTV's Default. In the event that this Agreement is terminated by reason of the default by PCTV, NITV shall have the option to purchase the Leased Equipment used exclusively for NITV's ITFS license for the sum of \$1.00. Any equipment which is used in a shared fashion (such as transmit antenna, decoders, combiners) in providing signals other than NITV's signals is excluded from this option to purchase.
- b) NITV's Default. If this Agreement is terminated by reason of NITV's default, NITV shall have the same option to purchase the Leased Equipment described in paragraph 15 (a) except that the price to be paid shall be the lesser of (i) the initial cost of all equipment purchased by PCTV for said equipment of (ii) the cost to replace the equipment at the time of the exercise of the option.
- c) Termination Without Default. If this

Agreement is terminated for reasons other than the default of either party, then NITV shall have the right to purchase the Leased Equipment for the then fair market value of the Lease Equipment. If the parties cannot within 30 days of the termination of this Agreement agree upon the fair market value, the parties shall each select an arbitrator who shall in turn together select a third arbitrator. The decision of a majority of the three arbitrators shall bind the parties as to the value of the Equipment. The cost of the arbitrators shall be borne equally by the parties.

To exercise its right to purchase under paragraphs 15 (a) (b) and (c), NITV shall provide PCTV with notice of its intent to purchase the Leased Equipment within thirty (30) days of the termination of the Agreement. The intent of these purchase options is to provide NITV with the capability of continuing to perform under its ITFS license.

- d) PCTV's Option to Purchase Frequencies. If during the terms of this Agreement the FCC modifies its rules so as to enable PCTV to be licensed to operate the ITFS frequencies, PCTV shall have a right of first refusal to acquire such licenses subject to the same terms and conditions as the right provided for in paragraph 1 (c).

- 16) Non-Disclosure. NITV acknowledges that there may be made available to it pursuant to this Agreement proprietary information of PCTV relating to the encoding and/or decoding system associated with the ITFS channel equipment and its patented processes including, but not limited to, improvements, innovations, adaptations, inventions, results or experimentation, processes and methods, whether or not deemed patentable, and certain business and marketing techniques (all herein referred to as "Confidential Information"). NITV acknowledges that this Confidential Information has been developed by PCTV at considerable effort and expense and represents special, unique and valuable proprietary assets of PCTV, the value of which may be destroyed by unauthorized dissemination. Accordingly, NITV covenants and agrees that, except as may be required for the performance of this Agreement, neither it nor any of its agents or affiliates shall disclose such Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, said undertaking to be enforceable by injunctive or other equitable relief to prevent any violation or threatened

violation thereof. Likewise PCTV covenants and agrees that except as may be required for the performance of this Agreement, neither it nor any of its agents or affiliates shall disclose information provided to it by NITV comparable to the Confidential Information to any third person, firm, corporation or other entity for any reason whatsoever, said undertaking to be enforceable by injunctive or other equitable relief to prevent any violation or threatened violation thereof.

- 17) Force Majeure. If by reason of force majeure either party is unable in whole or in part to perform its obligations hereunder, the party shall not be deemed in violation of default during the period of such inability. As used herein, the phrase "Force Majeure", shall mean the following: act of God, acts of public enemies, orders of any branch of the government of the United States of America, any state or any political subdivisions, thereof which are not the result of a breach of the Agreement, orders of any or military authority, insurrections, riots, epidemics, fires, civil disturbances, explosions, or any other cause or event not reasonably within the control of the adversely affected party.
- 18) Condition Precedent. This Agreement is conditioned on the issuance of a Final Order by the FCC granting NITV construction permits for the ITFS channels in the Metropolitan Area from the Transmission Site. By "Final Order" the parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired.
- 19) Notice. Any notice required to be given by NITV to PCTV under any provision of this Agreement shall be delivered personally or by certified mail to NITV at the address first written above. Any notice required to be given by PCTV to NITV shall be delivered personally or by certified mail to NITV at the address first written above.
- 20) Severability. Should any court or agency determine that any provision of this Agreement is invalid, the remainder of the Agreement shall remain in effect.
- 21) Announcements. No announcement to the media of the transactions contemplated herein shall be made by either party unless the same shall be approved

in advance in writing by both PCTV and NITV.

- 22) Compliance with Laws. Each of the parties agrees to take all actions necessary to bring their operations in compliance with all laws and regulations of the United States of America, as well as the laws of the State in which the channels are located.
- 23) Venue and Interpretation. Venue for any cause of action brought by or between NITV or PCTV relating to this Agreement, shall be in the jurisdiction of the metropolitan area where the transmitters are located and all provisions of this Agreement shall be construed under the laws of that jurisdiction.
- 24) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall be effective when each of the parties hereto shall have delivered to it this Agreement duly executed by each of the other parties hereto.
- 25) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written Agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Bridgeport CT this 15th day of 1990.

NETWORK FOR INSTRUCTIONAL
TV, INC.

PEOPLE'S CHOICE TV PARTNERS
A Wisconsin Partnership,

Omni Microwave Television Partners *ms P*

BY: ~~People's Choice TV, Inc.~~
One of Its Partners

BY: *Thomas A. Felt*
Chief Executive Officer

BY: *Math Oustant*
Its President

Date: 2/15/90

Date: 2/15/90

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EXCESS ITFS CAPACITY LEASE AGREEMENT

RICHARDSON INDEPENDENT SCHOOL DISTRICT

and

CS WIRELESS SYSTEMS, INC.

WHR-881 (D1; D2; D3; D4)

FORT WORTH, TEXAS

August 4, 1997

Excess ITFS Capacity Lease Agreement

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EXCESS ITFS CAPACITY LEASE AGREEMENT

This Agreement is entered into on the 4th day of August, 1996, Richardson Independent School District, a political subdivision of the State of Texas (hereinafter the "Institution" or the "Licensee") having its principal place of business 400 South Greenville Avenue, Richardson, Texas 75081 and CS Wireless Systems, Inc., a Delaware corporation (hereinafter "CS") having its principal place of business at 200 Chisholm Place, Suite 202, Plano, Texas 75075 (hereinafter collectively referred to as the "Parties" or, as to any one of them, a "Party").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") over six megahertz (6 MHz) channels and has authorized licensees of such ITFS to lease excess channel capacity to non-ITFS users for "wireless cable operations," as the term is used in Section 74.931(e)(2) of the FCC's rules and regulations, 47 C.F.R. § 74.931(e)(2)(1996) (hereinafter "Wireless Cable"); and

WHEREAS, Institution is authorized by the FCC to operate ITFS and pursuant to such authorizations is the Licensee of WHR-881, channels D1 (2554-2560 MHz); D2 (2566-2572 MHz); D3 (2578-2584 MHz); and D4 (2590-2596 MHz) (the "WHR-881 Facility") in the Fort Worth, Texas, metropolitan area ("Metropolitan Area"), as the same is presently authorized and as may from time-to-time be modified (hereinafter the "ITFS Channels" or the "License(s)");

WHEREAS, Institution, as licensee uses and intends to use the ITFS Channels authorized under the Licenses to distribute to locations throughout the Metropolitan Area formal educational programming, other visual and aural educational, instructional and cultural material and material related to the administrative activities of Licensee and otherwise as permitted or contemplated by Section 74.931(a) - (d) of the FCC's rules and regulations, 47 C.F.R. § 74.931(a) - (d), or a successor regulation of similar import and to utilize the ITFS Channels to the full extent permitted under the Licenses and the FCC's rules and regulations (hereinafter "ITFS Programming"); and

WHEREAS, CS is in the business of providing wireless cable television and other services, including entertainment programs, via Wireless Cable ("Wireless Cable Service"), intends to provide Wireless Cable Service in the Metropolitan Area and has entered and intends to enter into other ITFS, Multipoint Distribution Service ("MDS"), and/or Multichannel MDS ("MMDS") agreements with other licensees in the Metropolitan Area so as to increase the number of channels of programming CS is able to deliver to its subscribers, the network of presently collocated channels through which CS intends to provide Wireless Cable Service and as the number of such channels may be increased hereinafter described as the "Wireless Cable System"; and

WHEREAS, CS desires to lease from Institution excess channel capacity over Institution's ITFS Channels to provide Wireless Cable Service in the Metropolitan Area in accordance with the rules, regulations and policies of the FCC; and

WHEREAS Institution has determined that there will be excess capacity available on its ITFS Channels for lease for Wireless Cable Service over CS's Wireless Cable System; and

WHEREAS, CS has determined that distribution of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will enhance the attractiveness of the Wireless Cable System to subscribers and potential subscribers and, accordingly, CS desires to distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over the Wireless Cable System to CS's subscribers; and

WHEREAS, Institution has determined that distribution by CS of Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming over CS's Wireless Cable System will increase the opportunity of the viewing public to receive such ITFS programming, and, accordingly, Institution desires to have CS distribute Institution's ITFS Programming over the Wireless Cable System and to distribute Institution's formal educational programming, other visual and aural educational, instructional and cultural material comprising its ITFS Programming to CS's subscribers.

NOW THEREFORE, in consideration of the mutual promises, undertakings, covenants and conditions set forth herein, Institution and CS do hereby agree as follows:

1. Term:

(a) First Term Commencement. The term of this Agreement shall commence upon the date of its execution and delivery, which delivery must occur within thirty (30) days of such execution, and shall continue for a period of ten (10) years ("Initial Term"), subject to the provisions for termination contained in Paragraph 13, provided however, that this Agreement is contingent upon the renewal of Licensee's Licenses for any period of time during which such ten (10)-year term extends beyond the term of a License currently remaining at the time this Agreement commences.

(b) Renewals. At the end of the Initial Term this Agreement shall automatically and without further notice be renewed on the terms and conditions contained herein for one (1) additional ten (10)-year term, contingent upon the renewal of Licensee's Licenses for any period of time during which such additional ten (10)-year term extends beyond the term of a License currently remaining at the commencement of such additional ten (10)-year term unless either Party shall have served written notice on the other, no later than six (6) months prior to the expiration of such initial ten (10)-year term, that it elects not to renew this Agreement under this paragraph.

(c) Renewals. In the event this Agreement is not renewed pursuant to Paragraph 1(b), either Party may, five (5) months prior to the end of the initial ten (10)-year term notify the other in writing that it wishes to renew or extend this Agreement. Upon receipt of such notice, the

Parties shall enter into good faith exclusive negotiations looking toward a renewal or extension of this Agreement for a period of ten (10) years. If, four (4) months before the end of the initial ten (10)-year term the Parties are unable to reach agreement concerning such renewal or extension, then each Party shall have the opportunity to prudently avail itself of alternative distribution facilities upon the expiration of this Agreement. However, if CS was not in Material Default during the Initial Term, CS shall have, during the remaining Initial Term of this Agreement and for a period of three (3) years after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to lease all or a portion of the Excess Capacity of the ITFS Channels.

2. Lease of Excess Capacity.

(a) Channels Included in CS Time. Institution agrees to lease to CS all of the Excess Capacity, as defined below, on all of its ITFS Channels for the term of this Agreement. Excess Capacity shall mean all of the capacity of the ITFS Channels, including the vertical blanking interval, any subcarrier or subchannel, and any other transmission capability of the spectrum comprising the ITFS Channels, when the ITFS Channels are not being used by Institution as provided in Paragraphs 2(b) or (c). The time during which the Institution is using the ITFS Channels shall be referred to as "Institution Time" and the time leased to CS shall be referred to as "CS Time," and shall be available to CS for operations consistent with this Agreement and FCC rules and regulations. Under no circumstances shall Institution use the ITFS Channels to compete directly or indirectly with any Wireless Cable Service or commercial services offered by CS over the Wireless Cable System. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any Wireless Cable Service or commercial services offered or to be offered by CS over the Wireless Cable System.

(b) Scheduling of ITFS Usage. CS shall provide Institution with thirty (30) days advance notice of its intention to initiate subscriber based program services. Not less than thirty (30) days thereafter, Institution shall notify CS in writing of the specific days and hours each week Institution wishes to utilize for Institution Time. Thereafter, Institution shall provide CS with written notice at least six (6) months in advance of any proposed changes in its air time usage schedule. Institution hereby covenants and agrees it will use at least twenty (20) hours per week per six (6) MHz channel. Institution shall have unrestricted right to additional hours as it deems necessary on any or all of the ITFS Channels to provide ITFS programming, it being understood that no substantial Excess Capacity is available on the ITFS Channels while operating in the analog mode. If Excess Capacity is available and to the extent consistent with FCC rules, Institution will schedule Institution Time on the ITFS Channels so as to maximize the availability of channel capacity for CS's use on a twenty-four (24) hours-per-day, seven (7) days-per-week, fifty-two (52) weeks-per-year basis.

(c) Recapture Time. Institution shall have the right, subject to six (6) months advance written notice to CS, to recapture up to an additional twenty (20) hours per week for each licensed channel, or a total of forty (40) hours per week per six (6) MHz channel, with no economic or operational detriment to Institution. The specific hours proposed for recapture by Institution shall be negotiated by the Parties hereto, consistent with Paragraph 2(b).

(d) Scheduling Flexibility. If, pursuant to changes in the rules and regulations of the FCC, Institution and CS have additional flexibility in implementing CS's use of Excess Capacity, Institution and CS agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement, which may be mutually beneficial to both Parties, provided however, that in implementing any such flexibility Institution shall not be required to reduce or reschedule Institution Time or otherwise curtail, reduce, diminish or reschedule its ITFS Programming or curricula.

(e) Signal Compression. Institution and CS hereby agree to employ digital compression technology in the dissemination of programming over the ITFS Channels, including in accordance with Paragraph 4 and provided that the changes to Institution's WHR-881 Facility, including equipment and receive sites, will be made in a manner that will not disrupt Institution's ITFS operations and will not result in a noticeable degradation in transmission from the Transmission Site in Paragraph 4 or reception quality at Institution's receive sites as may from time-to-time be identified in Paragraph 4(e) or in other technical problems, including to the owners or operators of such receive sites (other than Institution) that would cause such owners or operators of such receive sites to discontinue reception of Institution's ITFS Programming, and will not curtail Institution Time, including Recapture Time specified in Paragraph 2(c). At CS's expense, CS shall provision each of Institution's receive sites and receive locations to receive the full array of Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2 (f), 2(h), 3 and 4(e). As provided in Paragraph 4(e), at Institution's option, Institution may so provision any or all of such receive sites and receive locations at CS's expense.

The Parties agree to cooperate in making whatever modifications to Institution's facilities that may be necessary and appropriate to implement digital compression technology, including obtaining any authorizations which may be required from the FCC. CS shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned, associated with obtaining and implementing a modification of Institution's FCC authorizations, and with converting from analog to digital the then current transmission facilities utilized to transmit programming over the ITFS Channels. CS, at its expense, shall be obligated to construct with or, as the case may be, convert to digital technology all of Institution's receive sites that CS is required, at its expense, to provide Standard Installation defined under Paragraph 4(e).

If Institution requests CS to construct with or convert to digital operation additional receive sites over and above those Charter Receive Sites which CS is required to provide Standard Installation under Paragraph 4(e), CS shall construct or convert such additional receive sites to provide Standard Installation, defined in Paragraph 4(e), below, for digital operation whereupon Institution shall reimburse CS for CS's actual costs to construct or convert such additional receive sites, not to exceed five hundred and fifty Dollars (\$550.00) for each such additional receive site. CS shall obtain reimbursement from Institution from such costs by charging a deduction for the amount of such costs from the Subscriber Royalty Fee specified in Paragraph 7 or the royalty

specified in this Paragraph 2(f), which ever is in effect at the time. At Institution's option including as provided in Paragraph 4(e), Institution may so provision any or all of such additional receive sites and receive locations at Institution's expense at CS's cost including equipment to be provided by CS at Institution's request.

Following the conversion to digital technology, subject to FCC rules and policy and upon mutual agreement by the Parties, CS shall have the option of transmitting Institution's ITFS Programming and transmissions on the minimum number of compressed channels necessary to fully accommodate Institution Time so as to maximize the capacity of the ITFS Channels available for use by CS twenty-four (24) hours per day, seven (7) days-per-week, fifty-two (52) weeks per year. Institution and CS further agree that, on the conversion of the mode of transmitting from analog to digital, subject to and consistent with all applicable rules and policies of the FCC, Institution will retain the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, and in no case will Institution have less than the full time use of four (4) video channels and CS will have the immediately-exercisable right to transmit on a full-time, uninterrupted, seamless basis over seventy-five percent (75%) of the total MHz of spectrum authorized by Institution's Licenses. CS, at its expense, shall provide Institution with the capability to fully utilize the twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses including the capability, including equipment and installation, to encode more than the number of ITFS Channels comprising the Licenses and up to the maximum number of digital channels and subchannels capable of being multiplexed on such twenty-five percent (25%) of spectrum, and in no case will Institution have less than the full time use of four (4) video channels. The functionality of the encoding capability CS is to provide Institution shall allow Institution to determine the source compression ratio for each digital channel or subchannel and to encode the transmissions within each digital channel or subchannel and shall include compatible reception and demodulation and decoding equipment at each reception location receiving Institution's transmissions including end-user equipment compatibility. Institution and CS shall mutually agree on the location and type of encoding equipment that will best meet Institution's needs. Such encoding capability shall be available for utilization by Institution at Institution's studio source. Should Institution determine to make spectrum available to CS on Institution's twenty-five percent (25%) of the total MHz of spectrum authorized by Institution's Licenses, such spectrum shall be available to CS subject to recapture by Institution of all or a portion(s) of such spectrum upon six (6) months advance written notice whereupon CS shall make such recaptured spectrum available to Institution. Any reference to Institution Time in digital mode hereunder shall include all time with respect to Institution's twenty-five percent (25%) of spectrum as specified hereunder. Any reference to CS Time in digital mode shall include CS's seventy-five percent (75%) of spectrum hereunder.

Upon the conversion of the mode of transmitting the ITFS Channels from analog to digital, the Subscriber Royalty Fee and the Minimum Guaranteed Royalty Fee specified in Paragraph 7 of this Agreement shall be modified as follows, CS to pay Institution the appropriate modified fee for each ITFS Channel used by CS which is the greater of: a Subscriber Royalty Fee of one-tenth of one percent (.1%) of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS twenty-four (24) hours per day, seven (7) days-per-week of the billing

month ("Full Time"), or and (.005%) of CS's Recurring Gross Monthly Subscription Revenues for each of the six (6) MHz ITFS Channels used by CS less than Full Time during the billing month ("Part Time"), or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Full Time of three hundred Dollars (\$300.00) per month during the first year of the Initial Term of this Agreement, five hundred Dollars (\$500.00) per month during the second year, eight hundred Dollars (\$800.00) per month during the third year, and one thousand Dollars (\$1,000.00) per month during the fourth and subsequent years, or and the Minimum Guaranteed Royalty for each of the six (6) MHz ITFS Channels used by CS Part Time shall be one hundred and fifty Dollars (\$150.00) per month during the first year, two hundred and fifty Dollars (\$250.00) per month during the second year, four hundred Dollars (\$400.00) per month during the third year, and five hundred Dollars (\$500.00) per month during the fourth and subsequent years. By "User" is meant to be CS, its permitted assigns, subcontractors, resellers, marketing or other affiliates, agents or venturers for the operation or use of any ITFS, MDS or MMDS in the Metropolitan Area. "Recurring Gross Monthly Subscription Revenues," is meant all recurring and other revenues (net only of returns, adjustments, installation fees, sale of equipment, and sales taxes) received (as determined on a cash basis and otherwise in accordance with generally accepted accounting principles and procedures) by User, derived from the operation of any ITFS, MDS or MMDS channels used or operated by User in the Metropolitan Area. Nonmonetary charge-backs, allocations, offsets, credits, payments in-kind or the like received by User from User's affiliates or their affiliates or from any other person attributable to revenue received by such person other than User derived from the operation of any such ITFS, MDS or MMDS channels, such as, from bundled MMDS and non-MMDS services to the same customer, are also "Recurring Gross Monthly Subscription Revenues." All fees due Institution hereunder shall be payable by CS, irrespective of which User may have received feeable revenue. Institution shall not be required to look past CS for payment of such fees. CS shall have the duty to monitor and account for all revenues for which a fee to Institution is due hereunder and shall be primarily liable to Institution for payment of any and all fees due under this Agreement.

(f) Booster Stations. In order for CS to provide Institution the transmission quality and the reception quality to each of Institution's receive sites required by Institution's Licenses, by FCC rules and regulations, and by this Agreement, or to efficiently operate the Wireless Cable System in the Metropolitan Area, or in order to implement digital compression technology, CS in consultation with and with the consent of Institution, may determine that the construction of signal booster stations is necessary. CS will pay all legal, engineering, and other costs for signal booster stations. FCC Regulation 47 C.F.R. § 74.985 regarding applications for signal booster stations requires that where a third party with a fully-executed lease agreement with an ITFS licensee is applying for an ITFS booster license, it must have the consent of each licensee that will be transmitting its signal on the booster station. Institution hereby provides its consent for any signal booster license application by CS in the Metropolitan Area that complies with the FCC's rules.

(g) Channel Mapping and Channel Loading. Upon the submission by Institution of Institution's airtime usage requirements as specified in Paragraph 2(b), above, that would accommodate the availability to CS of full-time channel capacity over one or more of the ITFS Channels comprising Institution's WHR-881 Facility, or in the event CS has converted its Wireless

Cable System capacity pursuant to and in accordance with subparagraph 2(f), above, Institution agrees to shift, within the respective Facility, its retained channel capacity, including for its requisite ITFS Programming, onto fewer than the authorized number of channels within the respective Facility, via channel mapping technology or channel loading to be provided by CS at its sole expense, subject to not altering the schedule of Institution Time so submitted and subject to providing the same or better quality of signal and reception to Institution's receive sites as may from time-to-time be identified pursuant to section 4(e) (including with respect to the recapture of channels for simultaneous programming as described below) and Institution being reasonably satisfied that such changes would not cause owners or operators of such receive sites not owned or operated by Institution to discontinue reception of Institution's ITFS Programming, and subject to Institution's unabridgeable right to recapture, as defined in subparagraph 2(c) above, subject to six months' written notification to CS, an average of an additional twenty (20) hours per channel per week for simultaneous programming on up to four channels, irrespective of whether such channels are authorized to Institution, provided that such recaptured time is provided on up to four channels that are included in the Wireless Cable System, and provided further that each of Institution's receive sites and locations as specified from time-to-time in Paragraph 4(e) are provisioned by CS, at its sole expense, to receive Institution's ITFS Programming and transmissions and the first tier basic of CS's Wireless Cable Service offerings as provided for in and consistent with Paragraphs 2(e) and 3. Prior to channel mapping or loading, CS shall provide advance notice to Institution of the channels upon which its programming shall be transmitted. CS agrees to bear all costs and expenses, including attorney's fees and filing fees, associated with the implementation of channel mapping or and loading, subject to Institution's independent legal and engineering review, the cost for which CS shall reimburse Institution, provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned. Channel mapping or and channel loading shall be in accordance with applicable FCC rules and policies.

(h) Payment of Expenses. CS shall pay all reasonable costs and expenses incident to fulfilling this Agreement provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, such consent not to be unreasonably withheld, delayed or conditioned.

3. Distribution of Institution's Programming. During Institution Time or at any time over Institution's twenty-five percent (25%) of spectrum provided for in Paragraph 2(f), Institution's transmissions introduced into the Wireless Cable System shall be distributed over the Wireless Cable System simultaneously as and when introduced, as encoded, and without delay or alteration as follows:

(a) Distribution of ITFS Programming. CS shall distribute to Institution's receive sites identified pursuant to Paragraph 4(e) all programming or other material introduced by Institution for transmission over the Wireless Cable System.

(b) Distribution to CS's Customers. As part of its minimum Wireless Cable Service offering, CS shall provide to customers of its Wireless Cable System or to customers of the minimum service offering of any other User of CS's Wireless Cable System, Institution's formal

educational programming, other visual and aural educational, instructional and cultural material comprising Institution's ITFS Programming, such programming to be identified as such by Institution. CS shall list Institution's identified ITFS Programming, in accordance with a quarterly or more frequent schedule to be provided by Institution which details the title and length for each program, in any program guides and in advertising and promotional materials (including, at CS's option, on-air promotions during CS Time) distributed to subscribers. Institution shall be given full attribution as the source of its material. Institution agrees to provide Institution's identified ITFS Programming to CS free of charge for inclusion in CS's minimum service offering to its and any other User's Wireless Cable System subscribers. Institution shall have the right to include in the monthly subscriber bills of CS or any other User three promotional inserts per 12 month period subject to the following requirements: The promotional insert (i) shall be provided to CS (who shall provide the same to any other User) at least ten days before the mailing of the monthly subscriber bills, CS to advise Institution in advance of CS's and any other User's monthly mailing date(s), (ii) shall be approved by CS with regard to content at CS's sole discretion, which approval shall not be unreasonably withheld, (iii) inserts will be of a size and material compatible with other CS inserts as determined by CS, (iv) Institution may request additional inserts and Institution will pay CS's actual cost to insert the additional inserts.

c) Distribution of ITFS Programming to Households. Institution and CS recognize the mutual benefit of extending Institution's identified ITFS Programming to the residential premises of members of the general public in the Metropolitan Area who request to receive Institution's ITFS Programming, (hereinafter "ITFS Recipients") and by including Institution's identified ITFS Programming in the minimum service offering of CS's Wireless Cable Service.

Within six (6)-months notice from Institution, such notice not to be provided until after CS has converted the Wireless Cable System to digital technology as specified in Paragraph 2(f), CS shall provide those ITFS Recipients at locations within the activated service area of the Wireless Cable System reception equipment and installation services capable of receiving any frequency over which Institution's ITFS Programming is distributed over CS's Wireless Cable System, including as provided in Paragraphs 2(f) and 2(h), hereunder. "Activated Service Area" means those neighborhoods in the Metropolitan Area to which CS or any User is providing Wireless Cable Service to paying customers and in accordance with CS's (and any other User's) roll-out schedule for Wireless Cable Service availability in the Metropolitan Area. CS shall "install" (as defined in Paragraph 4(e)) and maintain such ITFS Recipient locations in the same manner as its similarly situated subscribers to its Wireless Cable Service and charge an amount that will allow CS to recover its cost of the service. Such charge may include a security deposit, recurring equipment lease payments (lease payments shall be equal to a monthly rate of one sixtieth [1/60] of the total actual cost of equipment), installation charges, maintenance charges, and set up fees. CS shall assess and collect such installation and maintenance charges directly from the ITFS Recipient on terms that are at least no less favorable than the manner in which CS assesses and collects such charges from its similarly situated subscribers to its Wireless Cable Service, based on its standard schedules of charges in effect from time-to-time, provided that CS may assess additional charges for maintenance, the value of which may otherwise be included in monthly subscription fees to its Wireless Cable Service customers. CS shall establish and maintain a mechanism whereby ITFS

Recipients may request Institution's ITFS Programming and to "install", and schedule "installation" (as defined in Paragraph 4(e) with respect to ITFS Recipients) for ITFS Recipients along with CS's subscribers in a non-discriminatory manner, i.e., on a first-come, first-served basis. CS recognizes that such prompt installation to ITFS Recipients is necessary in order for them to receive Institution's ITFS Programming coextensively with Institution's matriculation requirements. CS shall provide Institution, monthly, a current list containing the names, addresses and telephone numbers of ITFS Recipients in order for Institution, in its sole discretion, to register any one or more of such ITFS Recipient locations with the FCC as protected receive sites. Institution shall have the option to install or and maintain any ITFS Recipient location at Institution's expense utilizing, at Institution's option, equipment that CS shall provide at the cost CS provides such services to other ITFS Recipients and to credit such cost against Institution's royalty fee and Subscriber Royalty Fee specified in Paragraphs 2(f) and 7(b).

CS shall not assess ITFS Recipients with a programming fee. In no event is CS obligated to provide any programming service it offers over the Wireless Cable System to an ITFS Recipient unless the ITFS Recipient becomes a subscriber to CS's Wireless Cable System.

CS may, but is not required, to extend to ITFS Recipients various promotions or otherwise market ITFS Recipients to become subscribers to the Wireless Cable System. As part of its promotional efforts, CS may also bundle other programming services or samples thereof (as are otherwise consistent with this Agreement) with Institution's ITFS Programming that will be provided to the ITFS Recipient, so long as there is no charge to the ITFS Recipient unless such ITFS Recipient agrees to such a charge. CS may also offer various discounts or incentives to ITFS Recipients to become Wireless Cable customers.

4. Transmission and Reception Facilities.

(a) Transmission Site. Upon execution of this Agreement, the Parties agree, subject to CS resolving any and all line-of-site obstructions and any resulting shadowing of Institution's signal to Institution's receive sites to, within reason, Institution's satisfaction, including but not limited to Institution's receive sites identified in Schedule A hereto, that the Continental Plaza, 777 Main Street, Fort Worth, Texas, at coordinates Latitude 32-45-11 North; Longitude 97-19-47 West (the "Continental Plaza Site") is the optimum location for the transmission site for the provision of the services contemplated by this Agreement, based on CS's engineering analysis concluding that both analog and digital transmissions from the Continental Plaza Site will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e), but in no event less than a reliable signal, as from Institution's present transmitter locations. If based on further engineering analysis, Institution, in consultation with CS, should determine that the Continental Plaza Site is not optimal, then CS, in consultation with Institution and subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, shall select one or more alternative locations for the transmission points that CS deems to be the optimum location for the provision of the services contemplated by this Agreement, based on engineering analysis concluding that both analog and digital transmissions from such alternative location(s) will provide the same or better quality signal to Institution's receive sites specified in Paragraph 4(e) as from Institution's present transmitter locations, but in no event less than a reliable signal (hereinafter, including the

Continental Plaza Site as the context requires, the "Transmission Site"). The Parties recognize that the Transmission Site will likely be selected in coordination with other ITFS or and MMDS stations used with CS's Wireless Cable System. CS shall, in selecting the Transmission Site, take such steps as may be necessary to ensure that a reliable signal, is received at the Institution's receive sites specified in Paragraph 4(e) and in its ITFS applications. CS agrees to make all best efforts to fix any signal problems in a timely manner to reach all locations, and both Parties agree to work together in good faith and through mutual effort to obtain a reliable signal in both digital and analog mode. The Transmission Site shall comply with the standards, specifications and regulations of the FCC and the FCC's rules and orders pertaining to each License of Institution. At CS's expense, CS and Institution together shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the Transmission Site and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing or and obtaining any related interference agreements with co-channel and adjacent channel licensees or applicants, provided however, that Institution shall not be obligated to file any application with the FCC or take any other action that would affect the status of the Licenses as currently authorized unless and until CS has consummated a contract for lease of the Transmission Site as provided in this Paragraph 4(a).

If upon reviewing Institution's ITFS application the FCC directs Institution to amend its application, including the terms and conditions of this Agreement, in order to bring the application into compliance with FCC guidelines for the modification to the License to transmit from the Transmission Site, the Parties shall immediately negotiate in good faith toward the necessary revisions. If the parties reach an agreement as to such revisions, Institution shall file such agreed revisions to its ITFS application. If the Parties cannot agree upon such revisions, then this Agreement may, at the option of Institution, be terminated as provided for in Paragraph 13(d)(2), except that Institution shall be entitled to purchase the ITFS transmitters specified pursuant to Paragraph 4(b) from CS at the lesser of their then-current fair market value or CS's unamortized Capital Investment as specified in Paragraph 4(d), below, Institution's sublease or assumption rights of the 'premises' shall survive any termination of this Agreement and includes Institution's right to assume the lease as to the 'premises.'

CS shall, upon grant by the FCC of such application of Institution, under the supervision and direction of Institution, promptly commence construction of the WHR-881 Facility in compliance with the terms and conditions of the authorization as required by such FCC authorization. CS shall pay, or at Institution's option shall reimburse Institution, for all legal, technical, equipment, personnel and any other costs or expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS or that are otherwise pursuant to this Agreement, including the cost of relocating and establishing the WHR-881 Facility at the transmission site; provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution such consent not to be unreasonably withheld, delayed or conditioned.

At CS's sole expense, and within 120 days of execution of this Agreement, CS shall contract for a lease of space at the Transmission Site for a term at least coextensive with the term of this Agreement with full right of sublease or assumption for such term, including any renewal

term(s), in the name of Institution for that sufficient portion of the premises to house the transmitters for the WHR-881 Facility and for such other necessary or appropriate equipment of Institution's and sufficient space for Institution to enable it to operate or otherwise utilize Institution Time or and all time with respect to Institution's twenty-five percent (25%) of spectrum specified in Paragraph 2(f) and otherwise for Institution to meet its obligations as Licensee (the "premises"). CS's contract for lease of space at the Transmission Site shall designate Institution as a named, approved sublessee and shall provide Institution with the right to assume such lease with respect to the 'premises,' including if CS should become insolvent or upon the early termination of this Agreement, and CS shall sublease the 'premises' to Institution for one dollar (\$1.00) per month while this agreement is in effect. Institution shall enjoy peaceful and quiet possession of the 'premises.' Such peaceful and quiet possession shall include Institution's access to the WHR-881 Facility, including the transmitters and all other equipment, and sufficient area upon which to fulfill its FCC License posting and other requirements. Institution shall allow CS reasonable access to the 'premises' and the WHR-881 Facility generally, for CS to perform its duties hereunder and to engage in its quiet enjoyment of utilizing CS Time or and all time with respect to CS's seventy-five percent (75%) of spectrum as specified in Paragraph 2(f) pursuant hereto.

(b) Equipment. CS, or its designee, shall at CS's expense procure, purchase, install and maintain (including the replacement of) any equipment, including but not limited to transmitters (including signal booster transmitters), transmission lines, antennas, and receivers as may be required to transmit Institution's signal or and operate any associated receive site identified in Paragraph 4(e) hereof. Except as provided in Paragraph 4(e), any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 11 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment." (A list of the Leased Equipment is contained in Exhibit A.) CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, and removed by CS, or its designee, upon the termination of this Agreement, subject to Institution's rights to purchase the Leased Equipment as set forth in Paragraphs 4(c) and (d). Institution shall be under no obligation to, but may, use its existing transmitters and transmission equipment, which shall remain the property of Institution. If Institution, in its sole discretion, decides to use its existing transmitters and transmission equipment at the Transmission Site (which Institution may so elect to do pending the conversion of the Wireless Cable System to digital compression), CS shall promptly relocate Institution's existing transmitters and transmission equipment to the site upon FCC approval of Institution's application(s) to relocate its WHR-881 Facility to the Transmission Site. CS shall coordinate the relocation of the WHR-881 Facility to the Transmission Site and the integration of each such Facility into the Wireless Cable System, including the procurement, purchase, installation and maintenance of all such equipment and receivers required hereunder in a workmanlike manner and so as to not interrupt Institution's present level of service from each such Facility and its present level of operations and convenience of each such Facility.

(c) Equipment Purchase Rights. In the event that this Agreement terminates due to a Material Breach by CS, as defined in Paragraph 13(b) or termination if CS becomes insolvent as defined in Paragraph 13(d)(3) hereof, Institution shall have the right to purchase the Leased Equipment necessary for the continuation of Institution's transmission services, and divisible from

the other transmission services that constitute CS's Wireless Cable System ("Necessary and Divisible Leased Equipment") for one Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS. The term "Necessary and Divisible Leased Equipment" means any Leased Equipment which is not used in a shared fashion, e.g., transmit antenna and combiners; the Leased Equipment consisting of the transmitters, encoders, transcoders and multiplexers associated with Institution's WHR-881, and associated connections thereto are "Necessary and Divisible Leased Equipment."

(d) Equipment Purchase. If this Agreement is not renewed or is terminated for reason other than a Material Breach by CS, Institution shall have the right to purchase the Necessary and Divisible Leased Equipment for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Necessary and Divisible Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years, beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(e) Receive Sites. CS shall install, at CS's expense and in a workmanlike manner, using a Standard Installation, as defined herein, up to a maximum of ten (10) receive sites ("Charter Receive Sites") designated and approved in appropriate FCC applications and amendments, the location of such receive sites as indicated by Schedule A as the same may from time-to-time be amended. All Standard Installations shall be installed, provisioned with one addressable set-top and other necessary and suitable equipment, reoriented, retrofitted, upgraded or and replaced, as the circumstances require, including in accordance with Paragraphs 2(f), 2(h), and 3, to ensure that all such sites have in no case less than a reliable signal. CS shall test all receive locations for a reliable signal prior to system activation. Any receive sites over and above the ten (10) Receive Sites as indicated on Schedule A shall be installed by CS at Institution's request, but Institution shall be required to reimburse CS for its actual costs, not to exceed three hundred Dollars (\$300.00) for an analog mode Standard Installation as defined herein, and, as provided in Paragraph 2(f), not to exceed five hundred fifty Dollars (\$550.00) for a digital mode Standard Installation as defined herein, for the installation. Institution can purchase additional addressable set tops, at CS's cost not to exceed one hundred and fifty Dollars (\$150.00) for analog set tops and three hundred fifty Dollars (\$350.00) for digital set tops, and installation material for CS's cost plus ten (10) percent. CS shall invoice Institution upon completion of the installation and payment in full will be due net thirty (30) days from the invoice date. Institution shall retain title to the receive site equipment installed at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each site available to CS for CS's preparation of the site and installation of equipment. Including in accordance with Paragraph 2(f), CS agrees to provide, as part of the Standard Installation, equipment such as addressable decoder boxes and reprogrammable decoder equipment which allows Institution to address and transmit to either all or only designated receive sites either all or only designated transmissions on a secure basis. Institution shall have the ability, using software provided by CS, to activate and deactivate decoder boxes and equipment from Institution's studio monitoring location using a communication line installed and maintained by Institution at Institution's expense.

A Standard Installation shall include the installation of the ITFS receiving antenna and all related equipment in a manner that meets the FCC protection requirements of Institution's respective receive sites (at an elevation not to exceed thirty (30) feet above the base mounting location with respect to Charter Receive Sites) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of one block down converter, one channel selector decoder (or addressable analog decryption equipment as applicable), and a sufficient amount of transmission line (digital-ready coaxial) to connect the received signals to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system. With respect to only the Charter receive Sites, "Standard Installation" shall also include installing up to four (4) addressable set-tops (or addressable analog decryption equipment as applicable) in up to a maximum of ten (10) Institution designated receive sites. Standard Installation shall also include installation of receive sites capable of receiving all signals on the Wireless Cable System and provisioned with compatible equipment as provided in Paragraphs 2(f), 2(h) and 3. Institution shall have the option to install its own receive sites including equipment and shall have the option to provide, at its own expense, additional converters and decoder boxes, which CS shall provide to Institution at Institution's request at the cost specified in this Paragraph and Paragraph 2(f) or at no cost if CS would be required to provide such installation at no cost hereunder. CS shall provide to Institution without charge throughout the term of this Agreement, at each location that serves a facility of Institution, the first tier basic of CS's services offered over its Wireless Cable System. In no event shall CS's programming be distributed to a third party facility location.

(f) Operation of ITFS Facilities. CS shall, on a timely basis following the grant of any modified FCC authorizations applied for under this Agreement, supply at its sole cost and expense personnel to construct, operate and maintain the Leased Equipment. Said personnel shall ensure that the operation of the Leased Equipment at all times complies with all applicable FCC rules. Such operations and maintenance activities shall be undertaken at such times as are consistent with the operating requirements of CS's business and Institution's activities. At Institution's request, CS shall provide Institution with periodic written reports of all material operations and maintenance activities in connection with the Leased Equipment and with respect to maintaining Institution's receive sites. CS shall provide Institution with a designated point of contact and shall ensure that Institution is fully aware of CS's maintenance and operational activities. Institution and CS each shall have access to the facilities at all times for the above purposes. CS, at its own expense, may make alterations or install attachments to the Leased Equipment (including encoding and/or addressing equipment) as may be reasonably required by the exigencies of its business and the requirements of this Agreement from time-to-time, provided that such alterations and attachments do not violate any FCC rules or impair the service provided to Institution and provided further that Institution's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and any required FCC authorization have been obtained. CS shall install, operate and maintain the Leased Equipment in good operating condition as defined by accepted engineering standards for the Wireless Cable industry and in such a manner as to ensure that the operation of the Leased Equipment does not create or increase interference with Institution's programming or degrade the signal quality at the ITFS receive sites specified pursuant to this

Agreement and in the Institution's FCC authorizations and otherwise provides the signal quality required hereunder.

As the Licensee, Institution shall control the operation of the WHR-881 Facility, and CS shall operate the WHR-881 Facility in such a fashion that does not create or increase interference to any other FCC applicant, permittee or licensee entitled to protection under the FCC's regulations and policies and otherwise consistent with FCC rules, regulations and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and to ensure signal quality to Institution's receive sites. Nothing herein shall derogate from such Licensee control of operations of the WHR-881 facility that Institution, as Licensee, shall be required to maintain and CS acknowledges the reservation of Institution of such control. Without limiting the foregoing and in addition to its retained control under Paragraph 12, below, Institution shall retain authority and shall have the unabridgeable right hereunder: (1) to issue general written instructions covering the operation and maintenance of the WHR-881 Facility (hereinafter the 'Facilities'); (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the Facilities under FCC rules and policies, including with respect to Institution's utilization of Institution Time; (3) to inspect the Facilities in accord with the established procedures of the tower lessor (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the Facilities, including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(g) BTA Authorizations. If CS is also the licensee of MMDS channels in the Basic Trading Area(s) which includes the site of Institution's transmitter or and a major portion of the 35-mile circle radiating from the Transmission Site, Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s).

(h) Maintenance of Receive Sites. Unless the maintenance is required because of the misuse or negligence of Institution, its agents, affiliates, representatives, guests, invitees, students or faculty, CS shall maintain at its expense the reception equipment at Institution's Charter Receive Sites as may from time-to-time be designated on Schedule A, including the installation of any replacement equipment required due to normal wear and tear ("Replacement Equipment"). With respect to the additional receive sites installed by CS beyond the Charter Receive Sites as designated by Institution from time-to-time on Schedule A, CS shall maintain such installation (including equipment) including the installation of Replacement Equipment at its actual cost or, if lower, the customary charge to its commercial Wireless Cable subscribers for such maintenance if comparable. At Institution's option, such costs shall be deducted from Institution's applicable royalty fee or Subscriber Royalty Fee in accordance with Paragraphs 2(f) and 7(b). At its option and in lieu of incurring costs with respect to receive sites that CS is not required to maintain at its expense, Institution may from time-to-time elect to maintain any of its receive sites.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's efforts to utilize Institution's authorized channels to the maximum extent possible to

serve customers within the protected service areas of channels operated as part of the Wireless Cable System. At CS's expense, and in coordination with CS, Institution shall, during the term of this Agreement, file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies to maintain and renew its Licenses and any associated authorizations, and to secure whatever modifications to its construction permits and subsequent licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval the appropriate applications to file with the FCC. After Institution has approved such applications, it shall be the responsibility of CS to ensure that such applications are physically filed with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all petitions, waivers, amendments and other related documents necessary and appropriate to secure FCC approval for the provision of Wireless Cable or Commercial services on the ITFS Channels. Institution and CS shall cooperate in good faith in providing any information required by the FCC in furtherance of this Agreement.

6. Cooperation on Interference Issues. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (a) result in a diminution in the number of subscribers upon which Institution would otherwise be paid monthly subscriber fees pursuant to Paragraphs 2 and 7 of this Agreement and (b) have a material adverse effect on the transmission of any of Institution's signals or any other required signals hereunder to Institution's receive sites or the reception of any such signal at Institution's receive sites.

7. Compensation.

(a) Signing Bonus. CS will pay Institution a signing bonus, which after one year is non-refundable unless during such time Institution in bad faith is in Material Breach of this Agreement and does not cure such Material Breach, or Institution terminates this agreement as defined in Section 13.(d)(2) or Section 13.(d)(5), in the amount of sixty thousand Dollars (\$60,000.00) within sixty (60) days of Institution's execution of this agreement as compensation to Institution for entering into this Agreement. This signing bonus is non-refundable, if, at any time, CS is in Material Breach of this Agreement and does not cure such Material Breach.

(b) Fees. Upon the initiation of programming to commercial wireless subscribers over the ITFS Channels or within sixty (60) days after completion of construction of the relocation of the ITFS Channels at the Transmission Site pursuant to applicable FCC authorization, whichever occurs first, (hereinafter referred to as the "Start Date"), CS shall pay to Institution in consideration of the air time leased hereunder and the faithful performance by Institution of its additional obligations hereunder, a subscriber fee which shall be the greater of: (1) a Subscriber Royalty Fee calculated by multiplying per-subscriber charge times the average number of Subscribers to CS's Wireless Cable Service for the previous calendar month (the per-subscriber charge shall be calculated according to the following formula: twenty (.20) Cents times $x/2920$ with "x" being the total number of hours of CS Time available to CS on the ITFS Channels during the previous calendar month and the denominator, currently 2920, being the total number of hours in one month the Institution's ITFS Channels generate) or (2) a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Full Time of two hundred Dollars (\$200.00) per month

during the first year of the Term of this Agreement, three hundred Dollars (\$300.00) per month during the second year, five hundred Dollars (\$500.00) per month during the third year, and eight hundred Dollars (\$800.00) per month during the fourth and subsequent years, or and a Minimum Guaranteed Royalty Fee for each of the six (6) MHz ITFS Channels used by CS Part Time of one hundred Dollars (\$100.00) per month during the first year of the Term of this Agreement, one hundred and fifty Dollars (\$150.00) per month during the second year, two hundred and fifty Dollars (\$250.00) per month during the third year, and four hundred Dollars (\$400.00) per month during the fourth and subsequent years.

The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted upward (but not downward) based on any change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI-U") from the Start Date to the date twenty four (24) months thereafter. The Subscriber Royalty Fee or and the monthly Minimum Guaranteed Royalty Fee shall be adjusted thereafter every twenty-four (24) months during the remaining term or terms of this Agreement by any increase in the CPI-U (but not any decrease) during the applicable twenty-four (24) month period.

(c) Fee Calculations. For purposes of calculating the compensation due Institution pursuant to Paragraphs 2(f) and 7(b), the average number of subscribers to Wireless Cable Service for any month shall equal the number of subscribers to Wireless Cable Service as of the last day of the immediately prior month plus the number of subscribers to Wireless Cable Service as of the last day of the current month for which the Subscriber Royalty Fee calculation is being performed divided by two. Only subscribers to Wireless Cable Service that are current with respect to their payments shall be considered for purposes of calculating the monthly payments; provided, however, that the Wireless Cable subscriber payments due and owing to Institution shall be adjusted accordingly when late-paying Wireless Cable subscribers make their payments for past months. For purposes of the preceding sentence, subscribers to Wireless Cable Service whose bills are outstanding forty five (45) days or less shall be considered current. In those situations where programming is sold in bulk, i.e., where a number of individual viewing units are grouped for billing purposes, such as may be the case with hotels, condominiums, and other multiple dwelling units, the number of equivalent subscribers to Wireless Cable Service shall be determined by dividing the total monthly revenue derived from each such bulk billing point by the then prevailing monthly retail rate to an individual Wireless Cable subscriber for the equivalent service.

(d) Fee Statements. CS shall, along with each monthly payment, provide Institution with a statement showing the average number of Wireless Cable subscribers served during said month. CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(e) Fee Commencement. In the event that the Start Date commences on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the subscriber fee or monthly minimum payment for that month shall be proportionately reduced.

(f) During the Initial Term under Paragraph 1(a) and during any additional term(s) under Paragraph 1(b) of this Agreement, CS agrees that the signing bonus in Paragraph 7(a), as allocated over the number of ITFS Channels leased hereunder, and the per channel Subscriber Royalty Fee and the per channel Minimum Guaranteed Royalty Fee paid to Institution pursuant to Paragraphs 2(f) and 7(b) is equal to the highest per channel signing bonus and the highest per channel Subscriber Royalty Fee and per channel Minimum Guaranteed Royalty Fee that CS will pay to any other ITFS licensee in the Dallas and Fort Worth Metropolitan Areas that CS enters into an excess capacity lease agreement with after the execution of this Agreement, on any ITFS channel. In the event CS pays or agrees to pay a higher per channel signing bonus, as allocated over the number of ITFS channels leased thereunder, or higher per channel Subscriber Royalty Fees or Minimum Guaranteed per channel Royalty Fees to such other ITFS licensee, CS shall notify Institution of such higher per channel signing bonus or and per channel fees and the per channel signing bonus described in Paragraph 7(a) and the per channel monthly fees described in paragraphs 2(f) and 7(b) herein shall be increased to an amount equal to such higher per channel signing bonus and to an amount equal to such higher per channel monthly fees for such time as the higher monthly per channel fees are payable to such other ITFS licensee.

8. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels (D1, D2, D3 and D4) is valid and in full force and effect and Institution is aware of no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

9. Representations and Warranties of CS. CS represents and warrants as follows:

(a) Standing. CS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas, and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Legal Obligation. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Eligibility to Conduct Business. CS is eligible under applicable law to conduct Wireless Cable over the ITFS Channels and enter into and perform this Agreement.

10. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to Institution's charges and any Subscriber Royalty Fee or other royalty due Institution hereunder and

such records and accounts shall be available for inspection and audit on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agent. No records or other material may be removed from CS's premises, and Institution will not acquire title and/or any rights to any information revealed as a result of the audit. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any audit statement not challenged within eighteen (18) months of the date such statement is tendered to Institution shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws.

11. ITFS Channel Equipment Lease. Institution shall lease from CS or its designee all equipment purchased and installed by CS or its designee pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Rent. Institution shall pay to CS or its designee the total amount of one Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of CS Time at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Taxes. CS or its designee shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS or its designee shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS or its designee shall be required to bear all costs associated with maintaining and operating the Leased Equipment provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution. CS will respond to service/repair problems within 24 hours of notice by Institution.

(d) Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or non-renewal of this Agreement.

12. Control Over Programming. Under FCC Rules and Regulations, the Institution has final control over the programming broadcast by CS on the Institution's ITFS Channels. CS intends to use the ITFS Channels to broadcast only those types of commercial programming which are morally acceptable to the Institution. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America, Inc. or is indecent, obscene or otherwise unlawful as defined by the laws of the United States or any State in which any signal from Institution's WHR-881 is receivable, or that violates any FCC Rules and Regulations. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive.

Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) over the ITFS Channels of any class of station without consent of the station(s) originating the signal(s) to be retransmitted. CS may provide commercial services over the Wireless Cable System, subject to Paragraph 18.

13. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution or and CS is not authorized to operate or use said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 20 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due under this Agreement. Provided that neither party is in Material Breach as defined in Paragraph 13(b) hereof, there shall be no further liability of one party to the other once the audit is completed and the moneys are paid,

(b) Termination By Reason of Material Breach. Should either Party be in Material Breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of sixty (60) days following the receipt of written notice from the non-defaulting Party (Cure Period). A Material Breach shall include, but not be limited to (i) failure of the Institution or CS to comply with the rules, regulations and policies of the FCC, including the filing by Institution of all necessary applications and forms to maintain the FCC licenses for the ITFS channels, provided that such failure was not occasioned by or contributed to by CS, (ii) failure of CS to make any payment required under Paragraphs 2 or 7 hereof, (iii) failure of CS to maintain its eligibility to conduct Wireless Cable over the ITFS Channels or to operate the WHR-881 Facility consistent with applicable FCC regulations and other applicable laws or to cause Institution to not be in compliance with either of the Licenses, and (iv) failure of CS to perform its obligations to (a) construct, operate or maintain the Leased Equipment as specified in and as required by Paragraph 4(b) to install and maintain Institution's receive sites as specified in and as required by Paragraph 4(c) to perform its obligations with respect to distribution of Institution's programming as specified in and as required by Paragraph 3, and (d) to use the ITFS Channels as specified in and as required by Paragraph 12. (v) failure of CS to secure the Transmission Site and sublease or assignment rights to the 'premises' for Institution as specified in and as required by Paragraph 4 or to complete construction of the authorized facilities, as specified in and as required by Paragraph 4, within the time specified in applicable FCC authorizations. Notwithstanding the Cure Period, Institution may take such measures as are immediately necessary to prevent an alleged default or Material Breach from jeopardizing Institution's compliance with its License, from interference with its transmission or distribution of ITFS Programming to its receive sites, from causing civil liability to third parties, or for violating any provision of law.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Wireless Cable Service subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually

acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Institution and CS.

(d) Other Events of Termination. This Agreement shall, or the Parties or a respective Party may, terminate this agreement as follows:

(1) Termination Upon Expiration Without Renewal. This Agreement shall terminate upon its expiration unless it has been terminated sooner.

(2) Termination in Connection With Move to Transmission Site. This Agreement may be terminated by Institution, upon thirty (30)-days written notice with respect to either or both of Institution's Licenses in the event the Parties cannot agree upon amendments to Institution's FCC applications to modify either of Institution's Licenses to relocate to the Transmission Site consistent with FCC regulations or directives.

(3) Termination By Mutual Consent. The Parties may terminate this Agreement at any time by their mutual written consent.

(4) Termination For Failure of Final Order. This Agreement shall terminate with respect to either or both of Institution's Licenses, at the option of Institution, should the FCC fail to issue a Final Order granting Institution authority to operate under either or both of its Licenses from the Transmission Site as provided for herein. By Final Order the Parties mean an action or order of the FCC which is not reversed, stayed, enjoined, vacated, set aside, annulled or suspended and with respect to which no timely-filed petition, application or other request for administrative or judicial review is pending and as to which the time for filing any such request, or for the FCC to set aside the action on its own motion, has expired. In the event there is no Final Order authorizing Institution to operate either or both the WHR-881 Facility from the Transmission Site, then Institution may terminate this Agreement as to either or both Licenses upon thirty (30)-days written notice.

(5) Termination for Force Majeure. This Agreement shall terminate upon thirty (30)-days written notice of either Party as provided for in Paragraph 16.

(e) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant Paragraph 13(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a Material Breach of this Agreement. In the event of termination of this Agreement other than pursuant to Paragraph 13(b), such termination shall not affect or diminish any obligation of a Party hereunder which is a condition of such termination or of any rights or claims or remedies available in equity or at law, including under this Agreement, for a breach of such condition. In addition to or and in reiteration of any rights or obligations of the Parties, hereunder, upon termination: (i) CS shall remain obligated for any expenses or costs incurred by or on behalf of Institution hereunder; (ii) CS shall remain obligated for any fees due Institution hereunder as provided for in Paragraphs 2(f) and 7(b) to be accounted for as specified in Paragraph 13(a), and for the compensation due, if not then paid, under Paragraph 7(a); (iii) provided that such termination is not pursuant to Paragraph 13(b) for Institution's Material Breach, Institution shall retain the option

to purchase the Leased Equipment as provided for Paragraph 4(b) and (d); and (iv) in all events, Institution shall retain its sublease or assumption rights as to the premises as provided under Paragraph 4(a).

14. Transfer and Assignment.

(a) General Terms. Neither Institution nor CS may assign or transfer its rights or obligations under this Agreement except, to a subsidiary or an affiliate, without prior written consent of the other, which consent shall not to be withheld unreasonably or withheld for consideration not otherwise due. It is expressly understood that should either party assign or transfer its rights or obligations under this Agreement, it shall be a condition of such assignment or transfer that the assignee or transferee assume the rights or obligations under this Agreement, unless the non-assigning or non-transferring party shall waive its rights under this paragraph in writing.

(b) Institution Discontinue. CS acknowledges and understands that Institution may conclude at some point, for reasons deemed sufficient to Institution, to discontinue ITFS operations. Institution hereby agrees to notify CS one hundred eighty (180) days in advance of finalizing any such decision, if known, and to work cooperatively with CS to find another qualified entity to hold the ITFS License (the "New Licensee") which would recognize CS's rights under this Agreement or enter into a new Agreement with CS that is comparable in all respects with this Agreement (a "Comparable Agreement"). However, nothing in this Paragraph shall diminish the Institution's right to select the New Licensee.

(c) New License. In the event the Institution decides to discontinue ITFS operations, Institution agrees, to the extent permitted by the FCC's rules and policies, to require the New Licensee to assume all Institution's ongoing rights and obligations under this Agreement or to enter into a Comparable Agreement.

(d) Institution Release. If the New Licensee assumes this Agreement or enters into a Comparable Agreement, CS agrees that, upon completion of the licensing of the New Licensee by the FCC and the execution of an Assignment and Assumption Agreement with respect to this Agreement or a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with this transfer, except that nothing shall release Institution from any liabilities incurred prior to the execution of the Assignment and Assumption or the Comparable Agreement.

(e) Failure to Secure New Licensee. In the event that Institution, using its reasonable efforts, is not able to find another entity to execute the Assignment and Assumption or to enter into a Comparable Agreement, Institution shall be released and discharged from all obligations to CS arising thereafter, shall not incur any penalties as a result, and shall not be responsible for any expenses associated with any transfer, except that nothing shall release Institution from any liabilities incurred prior to Institution's inability to find such an entity.

15. Insurance. CS shall maintain and pay all costs of its insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitations: casualty insurance covering CS and Institution's

utilization of the Wireless Cable System, including Institution's WHR-881, related equipment, including the premises, the Leased Equipment and Institution's receive sites and equipment installed by CS in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000) and all workers' compensation, automobile liability and similar insurance required by law. All policies of insurance required by this paragraph shall, where appropriate, designate Institution as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Institution shall carry, and shall contain a provision that the issuer shall give to Institution thirty (30) days prior written notice of any cancellations or lapse of such insurance or of any change in the coverage thereof. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to Institution not later than the commencement of construction to relocate Institution's WHR-881 Facility to the Transmission Site. CS shall furnish Institution evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

Institution shall maintain and pay all costs of its insurance to cover Institution's obligations under this Agreement. Executed copies of the policies of insurance required under this paragraph or certificates thereof shall be delivered to CS not later than the commencement of construction to relocate Institution's WHR-881 Facility to the Transmission Site. Institution shall furnish CS evidence of renewal of each such policy not later than thirty (30) days prior to the expiration of the term thereof.

16. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance. If the contingency preventing performance hereunder is not removed within one (1) year, then either Party may terminate this Agreement upon thirty (30)-days written notice to the other Party.

17. Specific Performance. The Parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either Party of any of the provisions of this Agreement will cause the other Party irreparable injury and damage. In such

event, the non-defaulting Party shall be entitled, as a matter of right, without further notice, to require of the other Party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither Party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either Party of any other rights which it may have to damages or otherwise.

18. Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Time for the provision of communications services other than video programming services. The Parties agree to mutually cooperate, at either Party's option, in the implementation of any non-Wireless Cable Services that may make use of the ITFS Channels, provided, inter alia, Institution is provided adequate time, to be determined by Institution, and the means to undertake any additional recapture and scheduling requirements that may then be required.

19. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:

Superintendent
Richardson Independent School District
400 South Greenville Ave.
Richardson, TX 75081

With a copy (which shall not constitute notice) to:

James E. Meyers, Esq.
1633 Connecticut Ave., N.W., Suite 400
Washington, DC 20009-1024

From Institution to CS:

Tom Dixon, Executive VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, TX 75075

With a copy (which shall not constitute notice) to:

Gerald Stevens-Kittner, Esq.
CAI Wireless Systems, Inc.
2101 Wilson Boulevard
Arlington, Virginia 22201

20. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

21. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas, and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Entire Agreement. This Agreement and exhibits and schedules hereto are incorporated by reference herein and together as incorporated constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may only be modified by written agreement signed by both Parties.

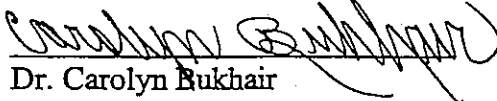
23. Dealings with Third Parties. Neither Party is, and neither Party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other Party's assets or property, contracting for or in the name of the other Party, or making any contractually binding representations on behalf of the other Party. Without limiting the foregoing, in no event shall CS be identified as the Licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Time programmed by CS. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the Parties.

24. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties.


25. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of August, 1997.

RICHARDSON INDEPENDENT SCHOOL DISTRICT


Dr. Carolyn Bukhair
Superintendent

CS WIRELESS SYSTEMS, INC.


Thomas W. Dixon
Senior Vice President

Fort Worth, TX

E Group

-

KWU29

Licensed to Nextel

Fort Worth, TX

F Group

-

WHT789

Licensed to Nextel

Fort Worth, TX

G Group

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WNC823

WNC 823

RECEIVED

MAY 28 1998

Federal Communications Commission
Office of Secretary
Revised 4/30/98

EXCESS CAPACITY USE AGREEMENT

This Agreement is entered into on the 30th day of April, 1998, by Alliance for Higher Education ("Institution"), as licensee, and CS Wireless Systems, Inc., ("CS") a Delaware Corporation, as user (collectively the "Parties").

WHEREAS, the Federal Communications Commission ("FCC") has authorized licensees of Instructional Television Fixed Service ("ITFS") channels to use excess capacity for non-ITFS purposes; and

WHEREAS, Institution is authorized to construct and operate ITFS facilities on channels G1-G4 at Fort Worth, Texas (the "Service Area") call sign *WNC-823* (which such FCC-licensed 6 MHz channels on the G Group at Fort Worth shall be referred to herein as the "ITFS Channels"); and

WHEREAS, Institution anticipates that Excess Capacity on the ITFS Channels, as defined in Section 2(a) herein will exist after the fulfillment of its educational objectives; and

WHEREAS, CS is in the business of distributing audio programming, video programming and/or communications services other than audio and video programming via microwave transmission ("Wireless Services") over CS's wireless system in the Service Area (the "Wireless System") and CS desires to use Excess Capacity, as defined herein in Section 2(a), in accordance with the rules, regulations, and policies of the FCC; and

WHEREAS, CS and Institution believe that CS's use of Institution's Excess Capacity, as defined herein in Section 2(a), will be mutually advantageous and provide a significant benefit to the general public.

WHEREAS, it is the intention of the Parties to operate the Wireless System (including the ITFS Channels) in the Service Area with digital compression technology.

NOW, THEREFORE, in consideration of their mutual promises, Institution and CS do hereby agree to the following terms and conditions:

1. Term.

(a) Commencement and Term. The term of this Agreement shall commence upon the date of its execution and shall continue for a period of ten (10) years, unless the Agreement is terminated as provided by Paragraph 12 below, or voluntarily terminated by written consent of both parties. The foregoing period is referred to herein as the "Initial Term."

(b) Expiration in Absence of Renewal Notice/Renewal Negotiations. This Agreement shall expire as of the end of the Initial Term unless either Party serves notice on the other Party, no later than six (6) months prior to the expiration date of the Initial Term, that it seeks to renew this

Initial
Term

10/10

Agreement. In the event that either party serves notice that it seeks to renew this Agreement, the Parties shall enter into good faith exclusive negotiations striving toward a renewal or extension of this Agreement for an additional period of ten (10) years. If, three (3) months before the end of the Initial Term, the Parties are unable to reach agreement concerning such renewal or extension, Institution may enter into negotiations with other parties interested in using the Excess Capacity. However, if CS was not in Material Breach, in accordance with paragraph 12(b), during the Initial Term, CS shall have, during the remaining three (3) months of the initial Term of this Agreement and for a period of one (1) year after the expiration of the Initial Term, a right of first refusal to match any bona fide offer to use Excess Capacity of the ITFS Channels.

(c) Right of First Refusal. Pursuant to this right of first refusal, Institution shall notify CS in writing within (10) days of Institution's receipt of any bona fide offer from a third party to use Excess Capacity of the ITFS Channels, which Institution intends to accept. The notification shall include the terms of said offer. CS shall thirty (30) days after receipt of the notification to notify Institution that it will or will not match said offer. Should CS decline to exercise its right of first refusal or fail to notify the Institution within thirty (30) days that it will exercise that right, Institution may thereafter enter into a binding agreement with the third party, and CS's right of first refusal shall be extinguished.

2. Use of Excess Capacity.

(a) CS Capacity. Institution agrees to permit CS to use available Excess Capacity, as defined below, on ITFS Channels G1-G4 for the Initial Term of this Agreement and any renewals or extensions thereof. This capacity shall be known as "CS Capacity" and may be used by CS for its operations consistent with this Agreement and FCC Rules and policies. This may include capacity preserved for Institution use in accordance with FCC Rules and policies but in no case will the minimum capacity specified by the FCC for Institution use be included as Excess Capacity. "Excess Capacity" shall mean that capacity on each of the ITFS Channels that is made available by Institution to CS in Institution's sole discretion. All other capacity shall be referred to as "Institution Capacity" and the Institution reserves, without limitation, the right to use its ITFS Channels in any manner and purpose to serve its members as Institution determines. Should Institution enter into a third party Excess Capacity lease, the third party lease by Institution of Institution's Capacity will not allow the third party to offer substantially similar services to those CS Wireless Services offered during the term of this Agreement.

(b) Scheduling ITFS Usage. Each January the Alliance shall provide CS with an annual statement of available Excess Capacity (September 1 - August 31). CS shall have sixty (60) days to exercise its option to utilize such capacity.

(i) Institution agrees to make available to CS as Excess Capacity the capacity of three (3) of the four (4) ITFS Channels licensed to Institution at the Transmission Site until September 1, 1998 provided that all CS's obligations under Section 4(b) of this Agreement and all applicable FCC Rules and policies are met. Until September 1, 1998, Institution will also make available to CS as Excess

Capacity, and at CS's option to utilize such Excess Capacity, that capacity on the ITFS Channel reserved for its use from 10 PM to 7 AM Monday through Thursday and from 5 PM Friday to 7 AM Monday provided that all CS's obligations under Section 4(b) of this Agreement and all applicable FCC Rules and policies are met.

(ii) Institution will notify CS of Excess Capacity it will make available to CS for the period September 1, 1998 through August 31, 1999 within 30 days of the signing of this Agreement by both parties.

(iii) Institution agrees that, prior to September 1, 2000, it shall not, in its elections pursuant to Section 2 (b), use or reserve for use more capacity on the four (4) C group ITFS Channels than as specified below:

Beginning 9/1/98	50%	Institution Capacity
Beginning 9/1/99	75%	Institution Capacity
Beginning 9/1/00	100%	Institution Capacity

(iv) CS hereby specifically acknowledges that it is fully aware of the nature and extent of Institution's right under this Agreement to withdraw from CS Capacity, any or all of the capacity of the ITFS Channels and in the event of a deviation from the schedule set forth in provision 2(b)(iii) above, Institution will provide CS six (6) months prior written notice of Institution's intention to withdraw capacity. CS represents and agrees that Institution's exercise of such rights under this Agreement will not cause irreparable harm or any other cognizable damage to CS or its Wireless Service and that CS cannot and shall not make any legal or equitable claim against Institution based on or resulting from Institution's exercise of such rights.

(c) Non-Wireless Cable Option. CS shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of CS Capacity for the provision of communications services other than video programming services ("Non-Video Services"). Similarly, Institution shall have the option, exercisable at any time during the term of this Agreement and subject to FCC approval, to utilize any or all of Institution Capacity for the provision of Non-Video Services for Institution and its members' usage. The Parties agree mutually to cooperate in the implementation of any Non-Video Services that may make use of the ITFS Channels, including but not limited to the installation of new or modified equipment at the Transmission Site or at receive sites or modifications in the nature of transmissions over the ITFS Channels, provided that: (i) each Party shall pay or reimburse the other Party's reasonable expenses of any such cooperation made for the benefit of the initiating Party; and (ii) such Non-Video Services can be provided on the ITFS Channels without interference to the provision of video or other services by the other Party.

(d) Booster Stations. In order to implement digital compression technology CS may determine that construction of signal booster stations is necessary in order to efficiently operate the Metropolitan Area digital Wireless System. The FCC rules regarding applications for signal booster

stations require consent of each licensee whose signal will be retransmitted on the booster station. Institution hereby provides its consent for the retransmission of transmissions of the ITFS Channels by any properly licensed signal booster, provided that: (i) CS shall indemnify Institution and hold it harmless against any claim or liability, of any nature whatsoever, arising out of the fact that the transmissions of the ITFS Channels were retransmitted on such booster stations; (ii) any license application for a booster station in the Metropolitan Area on the G Channel group shall be made in, and the license held in, the name of Institution; and (iii) any booster station retransmitting any portion of the signals of the ITFS Channels shall, at Institution's request, also retransmit the signals of the ITFS Channels carrying Institution's programming or services.

(e) Use of Excess Capacity. CS, by its own action, or through a third party, will not utilize any part of the Excess Capacity provided by Institution to create or operate a service that is substantially similar to those services offered by Institution during the term of this Agreement. Competing services prohibited by this Section include programming that includes any undergraduate or graduate level for-credit courses or any non-credit courses substantially similar to such courses being offered by Institution or any of the member institutions or any of Institution's facilities. CS hereby acknowledges and agrees that Institution's ITFS Programming does not compete directly or indirectly with any services offered or to be offered by CS over the Wireless System; exclusive of other ITFS programming provided by other ITFS licensees.

3. Distribution of Institution's Programming to CS Subscribers. CS agrees, upon request by Institution, to integrate Institution's programming into the Wireless Services offered to CS's Subscribers on an open access basis (available to all CS Subscribers) and/or a pay per view basis (any such pay per view billing and collection services by CS to be provided to Institution pursuant to a separate agreement). For any such programming, CS agrees to incorporate Institution's programming information into any program guides (including, without limitation, electronic on-screen program guides) so long as Institution satisfies CS's reasonable, consistently applied policies concerning the timing and form of submission of scheduling and other information to CS. CS also agrees to include promotional materials provided by Institution in bills distributed to Subscribers, so long as Institution satisfies CS's reasonable specifications with respect to such materials and pays CS's incremental reasonable costs associated therewith. Institution shall be given full attribution as the source of its programming.

4. Transmission Facilities.

(a) Transmission Site. The parties currently anticipate that the CS Wireless System shall use the transmission site (the "Transmission Site"), commonly known as Burnett Plaza. However, if CS determines that that transmitter site is not optimal or, if at any time during the term of this Agreement determines that the then current transmission site is not optimal, CS shall select, subject to Institution's prior approval, such approval not to be unreasonably withheld, delayed or conditioned, an alternative location for the transmission point that CS deems to be an optimal location for provision of the services contemplated by this Agreement. The Parties recognize that such site will likely be selected for collocation with other ITFS and/or MMDS stations incorporated into the

Wireless System. CS shall, in selecting any transmission site, take such steps as may be necessary to ensure that a reliable signal is received at the Institution's ITFS receive sites. At CS's expense, Institution shall promptly file with the FCC the necessary applications to permit operation of the ITFS Channels from the selected location(s) and shall cooperate in facilitating a prompt grant of such applications, including, but not limited to, executing and/or obtaining any reasonable and mutually agreed-to interference agreements with co-channel and adjacent channel licensees or applicants. Where construction of new or modified ITFS facilities is required, including the construction of the facilities for the ITFS Channels at the original Transmission Site, CS shall, at its sole expense, no later than six (6) months after the later of the execution of this Agreement or the grant of Institution's FCC application, and under the supervision and direction of Institution, construct the ITFS facilities in compliance with the terms and conditions of the authorization and the FCC's rules and policies. CS shall pay for all expenses associated with licensing and implementing modifications of Institution's facilities initiated or requested by CS. Any such construction by CS shall not require the use of any of Institution's existing transmission equipment, which equipment Institution shall be entitled to use, store or dispose of as it deems appropriate. Any relocation or other modification of Institution's ITFS facilities shall take place at a time designated by Institution so as to avoid disruption of Institution's ongoing ITFS service to its receive sites, and shall include appropriate modifications (including reorientation) or upgrades to all other facilities, including but not limited to receive sites and STL equipment, so as to enable Institution to continue to provide its service to all receive sites.

(b) Equipment. CS shall, at its own expense, purchase, install and maintain all equipment, including but not limited to: four (4) ITFS transmitters, (G1-G4) capable of digital transmission, transmission lines, Baseband Upconverter/ Downconverters, antennas, and receive site equipment, as may be required to enable the transmission of digital signals as determined by the Institution on their four ITFS Channels and the reception and use of such signals by all associated receive sites identified in Paragraph 4(g) hereof. Such equipment shall be fully installed, tested, certified, operational and activated prior to Institution's commencement of ITFS operations from the Transmission Site and the integration of the ITFS Channels into the Wireless System based upon the agreed delivery schedule of equipment outlined in this Agreement. CS acknowledges that Institution has the right at its own expense, to make additions or modifications to any equipment supporting Institution's ITFS Channels to meet future application requirements. Institution agrees that said modifications will be coordinated with CS and any work will meet best practices guidelines of manufacture. Any equipment so purchased and installed by CS shall be leased to Institution pursuant to Paragraph 10 hereof. (Said equipment is hereinafter referred to as the "Leased Equipment"). CS or its designee shall retain title to the Leased Equipment, which may be pledged as security or otherwise encumbered by CS or its designee, during the term of this Agreement, but always subject to Institution's prior rights to purchase the Leased Equipment as set forth in Paragraphs 4(e) hereof.

(c) Studio-to-Transmitter Link. CS, at its sole expense, shall provide Institution sufficient capacity on its Fort Worth CARS link to transport Institution's ITFS programming. Equipment installed will transport and CS must transmit all content received from TAGER facility in support of Institution's Mission Charter.

(d) Equipment Purchase Rights--Non-Renewal or Default by CS or Termination of FCC Authorization. In the event that this Agreement is not renewed by CS, is terminated by Institution as a result of a default by CS, or is terminated pursuant to Section 12(a) hereof for lack of FCC authorization, Institution shall have the right to purchase the Leased Equipment as described in 4(b) above, regardless of whether any one or more of the components of the Leased Equipment is divisible from the other transmission services that constitute the Wireless System for One Dollar (\$1.00), free of any pledge or other encumbrance of the Leased Equipment by CS or any other party.

(e) Equipment Purchase Rights--Non-Renewal or Default by Institution. If this Agreement is not renewed by Institution or is terminated by CS as a result of a default by Institution, Institution shall have the right to purchase the Leased Equipment as described in 4(b) above, regardless of whether any one or more of the components of the Leased Equipment is divisible from the other transmission services that constitute the Wireless System, free of any pledge or other encumbrance of the Leased Equipment by CS or any other party, for the lesser of (i) its then current fair market value or (ii) CS's unamortized Capital Investment (as hereinafter defined) in the Leased Equipment. The amortization shall be calculated on a straight-line basis over ten (10) years beginning with CS's purchase of the Leased Equipment. "Capital Investment" shall be the actual cost to CS of the Leased Equipment. CS shall provide Institution with copies of paid invoices documenting such costs.

(f) Institution Interest in Leased Equipment. CS agrees to give notice to Institution prior to the creation of any other interest in or lien or encumbrance on the Leased Equipment, and upon CS's receipt of any claim against such Leased Equipment.

(g) Receive Sites. CS shall upgrade, retrofit, and reorient, at CS's expense, all of the Institution's existing receive sites ("Charter Receive Sites") Each Charter Receive Site can have up to a maximum of fifteen (15) set-top converters (See *Exhibit B*). CS shall be obligated to install, at CS's expense, using Standard Installation, as defined herein, up to a maximum of additional receive sites ("Additional Receive Sites") designated by Institution, together with the Dallas service area ("Dallas Service Area") contemplated by a companion agreement to be executed simultaneously herewith covering CS's use of excess capacity on ITFS Station WNC-836, Channels C1-C4. The total number of Charter Receive Sites and Additional Receive Sites shall be known as the "Primary Receive Sites." Any receive sites over and above the Primary Receive Sites desired by Institution shall be installed by CS at Institution's request, but Institution shall be required to reimburse CS for CS's actual costs for the Standard Installation, such cost not to exceed Five Hundred Fifty Dollars (\$550.00) per each receive site. Institution shall be given and shall retain title to the receive site equipment installed at the receive sites pursuant to this Paragraph. Institution shall cooperate with CS in making each receive site available to CS for CS's preparation of the receive site and installation of equipment. A "Standard Installation" shall include the installation of the ITFS receiving antenna and all related equipment in a manner that meets the protection requirements of Institution's respective receive sites at an elevation, not to exceed thirty (30) feet above the base mounting location, which could normally receive the line of site transmission from the Transmitter Site which enables the reception of a

signal acceptable to Institution, the coupling thereto of one block down converter, one (1) set-top converter, a sufficient amount of transmission line to connect the received signals to the input of (i) a standard television receiver or (ii) the receive site internal/external distribution system. Additional set-top converters requested by Institution will be provided by CS to Institution at cost. Institution shall have the option to do its own installation or provide receive equipment such as downconverters or set-top converters and CS shall provide such equipment to Institution at its cost, at the request of Institution. Changes in technology that would result in improved reception and/or increased capacity at equal or less cost shall automatically be incorporated in the definition of a "Standard Installation."

(i) At no cost to Institution, CS shall use scrambling and/or addressability techniques to ensure that Institution receive sites receive only programming approved by Institution and that non-Institution receive sites cannot receive Institution programming unless approved by Institution.

(ii) Unless the maintenance or repair is required because of the misuse or negligence of Institution or its agents, CS shall maintain and repair at its expense the receive equipment at the Institution receive sites installed, upgraded, or retrofitted at the expense of CS, including the "installation" of any replacement equipment required due to normal wear and tear ("replacement equipment").

(iii) CS agrees that, notwithstanding anything contained herein, CS will, at its expense, take whatever action is necessary to ensure that there is no noticeable (as determined by Institution) degradation of reception quality at any of Institution's receive sites and to correct other technical problems that would cause any receive site to discontinue reception of Institution's ITFS programming.

(h) Operation and Maintenance of Leased Equipment. CS shall at all times during the term of this Agreement maintain and operate the Leased Equipment and pay all costs related thereto, including providing suitable space for the Leased Equipment housed at facilities provided by CS.

(i) Subject to Institution's right of ultimate control over the maintenance and operation of the Leased Equipment in accordance with FCC rules and policies, CS shall maintain and operate the Leased Equipment in a condition sufficient to ensure compliance with all FCC rules and policies.

(ii) CS shall operate the Leased Equipment in such a fashion that does not create or increase interference to any other FCC applicant, permittee, or licensee entitled to protection under the FCC's rules and policies. CS, at its sole expense, shall take all steps necessary to resolve any interference caused to licensees required to be protected under the FCC's rules and policies.

(iii) CS, at its own expense, may make alterations or attachments to the Leased

Equipment as may be reasonably required by the nature of its business from time to time; provided however, that such alterations or attachments do not impair the signal quality at Institution's receive sites, do not violate any FCC rules or policies, and provided further that FCC authorization, if required, is obtained in advance of any such alteration or attachment at the sole cost of CS. If the signal quality at any of Institution's receive sites is impaired, CS shall immediately, upon notification by Institution, remedy the problem by either removing such alterations or attachments or by making corrections at the affected receive sites within thirty (30) days, as determined by Institution. To the extent any FCC authorization pertaining to the Leased Equipment is required, Institution and CS agree to use their best efforts to obtain such authorization.

(iv) CS will cooperate with Institution, and pay or reimburse all costs and expenses, related to Institution's maintaining all required licenses for the ITFS Channels provided, however, that Institution shall have received from CS prior written consent to any costs or expenses incurred by Institution, in force during the term of this Agreement.

(v) Nothing herein shall derogate from such licensee control of operations of the ITFS Channels that Institution, as an FCC licensee, shall be required to maintain. CS acknowledges the reservation by Institution of such control. Without limiting the foregoing, Institution shall have the right: (1) to issue general written instructions covering the operation and maintenance of the ITFS Channels; (2) to direct the day-to-day activities of CS's employees or agents (but only to the extent that they relate to the proper operation of the ITFS Channels under FCC rules and policies); (3) to inspect the Leased Equipment and any other equipment used in connection with the ITFS Channels at any time during operation; (4) to consult with operating and maintenance personnel, review operating and maintenance records and procedures, and investigate operational complaints; and (5) to require written quarterly reports on the operation of the ITFS Channels, including a summary of information from the operating and maintenance records and a description of all complaints, breakdowns and repairs.

(vi) In the event of failure of any component of the Leased Equipment, CS shall immediately switch Institution's programming to alternate transmission equipment and change receive equipment, if required, so as to ensure that transmission of Institution's programming is not interrupted.

(i) BTA Authorization. If CS is also the licensee of the Basic Trading Area(s) ("BTA") which includes the Institution's transmission site and/or a major portion of the 35-mile circle radiating from Institution's transmission site ("Protected Service Area"), Institution agrees to consult and cooperate with CS in obtaining any FCC authorizations necessary to extend the signal of the ITFS Channels to the boundaries of the BTA(s). However, any license application for any facility in the BTA on the G channel group shall be made in, and the license held in, the name of Institution and any facility retransmitting any portion of the signals of the ITFS Channels shall, at Institution's request, also retransmit the signals of the ITFS Channels carrying Institution's programming or services.

(j) Conditions of Sale or Assignment. In the event that CS sells or assigns its interest in this Agreement to a party that will not be operating the wireless system in Dallas, Texas, prior to any such sale or assignment, the buyer or assignee shall agree in writing to either: (i) continue to rebroadcast Institution's programming from WNC-836, channels C1-C4 in Dallas, Texas on the Institution's ITFS Channels, G1-G4 at Fort Worth or (ii) construct a digital facility at the Transmission Site which replicates that in Dallas capable of broadcasting the Institution's programming on the Institution's ITFS Channels G1-G4 at Fort Worth. The alternate equipment is outlined in Exhibit A.

5. Cooperation in Maintaining and Modifying FCC Authorizations. Institution agrees to support CS's use of the ITFS Channels to the maximum extent possible, consistent with this Agreement, to serve customers within the Protected Service Areas of channels operated as part of the Wireless System. Institution shall file all necessary and appropriate applications with the FCC, and, as required by law, with any and all other local, state, and federal governmental agencies, to maintain and renew its license for the ITFS Channels and any associated authorizations, and to secure whatever modifications to its licenses both parties shall deem appropriate after good faith consultation with each other. CS shall prepare for Institution's review and approval any appropriate engineering portions of such applications to file with the FCC. Institution shall assist CS in preparing and prosecuting, at CS's expense, any and all reasonable and lawful petitions, waivers, amendments and other related documents necessary to secure FCC approval for the provision of Wireless Services, on the ITFS Channels. CS shall reimburse Institution for legal fees pertaining to the review, preparation, filing and prosecution of applications with the FCC and other FCC filings related to this Agreement or the ITFS Channels within thirty days of the submission of an invoice. Institution and CS shall cooperate in good faith to provide any information required by the FCC in furtherance of this Agreement. Institution agrees to provide CS any non interference letters CS may request, provided that the grant of the application requiring the non interference letter will not: (i) result in a diminution in the amount of the Monthly Subscriber Fee pursuant to Paragraph 6(a) of this Agreement which the Institution would otherwise be paid or (ii) have an adverse effect as determined by Institution on the reception of Institution's signal at any of Institution's receive sites.

6. Compensation.

(a) Fees. Beginning immediately upon CS utilization of the Excess Capacity, CS shall pay to Institution, in consideration of CS's use of Excess Capacity on the ITFS Channels and the faithful performance by Institution of its additional obligations hereunder, a "Monthly Fee" equal to _____ of CS's Recurring Gross Monthly Revenues for each of the ITFS Channels made available for use by CS in accordance with paragraph 2(a) on a full capacity basis, i.e., 100% of the digital transmission capacity of the ITFS Channel, twenty-four (24) hours per day, seven (7) days-per-week, for the month in question. For all capacity made available on any ITFS Channel on less than a full capacity basis, i.e., less than 100% of the digital transmission capacity and/or less than twenty-four (24) hours per day, seven (7) days per week, a Monthly Fee shall be paid calculated by multiplying _____ times the percentage of capacity actually made available. In no event shall the Monthly Fee be less than _____

Dollars (\$) per 6 MHz channel utilized by CS in any amount during the first year after the date of execution; per 6 MHz channel utilized by CS in any amount during the second year after the date of execution; per 6 MHz channel utilized by CS in any amount during the third year after the date of execution; and per 6 MHz channel utilized by CS in any amount during the fourth and subsequent years after the date of execution (the "Minimum Monthly Fee").

"Recurring Gross Monthly Revenues" shall mean all recurring and other revenues (net only of returns, adjustments, installation fees, rental and/or sales of equipment, and sales taxes) received (on a cash basis and otherwise in accordance generally accepted accounting principles and procedures) by CS or any other party offering services over the Wireless System, derived from the operation of any ITFS, MDS, or MMDS Channels used or operated by CS or such other party on the Wireless System, regardless of the nature of such services.

(b) Compensation Report CS shall, along with each monthly payment, provide Institution with a statement showing the calculation of the Recurring Gross Monthly Revenues during said month. Other than its obligation to correct any instance of underpayment, or as provided in Section 9 below, CS shall not be liable for any mistake of fact or error of judgment or any act or omission of any kind made with respect to such statements unless caused by its willful misconduct or gross neglect.

(c) Payment of Compensation. CS shall pay the Monthly Fee to Institution at the address of Institution noted in Section 17 below (as that address may by appropriate notice change from time to time. Payment for any calendar month shall be due to be received by Institution on the 20th day of the following calendar month. In the event that any payment under this Agreement is not made and received when due, CS shall owe a late-payment charge of one and one-half percent (1.5%) of the amount due for any month or portion thereof that such payment is late.

(d) Fee Commencement In the event that the date of execution falls on a day other than the first day of a calendar month, or this Agreement is terminated (for a reason not affecting Institution's right to payment) on a day other than the last day of a calendar month, the Monthly Fee or Minimum Monthly Fee payment for that month shall be prorated based on the number of days in that month that fall within the term of this Agreement.

(e) Compensation Equality During the Initial Term of this Agreement, CS agrees that each of the per channel signing fee, per channel Monthly Fee and the per channel Minimum Monthly Fee paid to Institution pursuant to this Agreement is equal to the highest per channel signing or monthly fee (however styled or named) that CS will pay to any other ITFS licensee in the Dallas and Fort Worth Metropolitan Areas. In the event CS pays or agrees to pay a higher per channel signing fee, per channel monthly fee or per channel minimum monthly fee (however styled or named) to any such other ITFS licensee, CS shall notify Institution of such higher fee or payment and the corresponding per channel fee in this Agreement shall be increased to an amount equal to such higher per channel fee(s).

7. Representations and Warranties of Institution. Institution represents and warrants to CS as follows:

(a) Lawful Existence. Institution is lawfully existing under the laws of the State of Texas, in good standing, and empowered to enter into and perform under the terms and conditions of this Agreement.

(b) Authorizations. Institution's authorization to transmit on the ITFS Channels is valid and in full force and effect and there are no proceedings or complaints pending at the FCC, as of the date hereof, that could have a material, adverse effect on that authorization.

(c) Binding Obligation With No Conflict. This Agreement constitutes the legal and binding obligation of Institution, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which Institution is or will be bound, or give rise to a cause of action for any violation thereof.

(d) Factual Statements. The factual statements and representations contained herein are true and correct to the best of Institution's knowledge and belief.

8. Representations and Warranties of CS. CS represents and warrants as follows:

(a) Lawful Existence. CS is lawfully existing under the laws of the State of Delaware and has the requisite corporate power and authority necessary to own its assets, carry on its business, and enter into and perform its obligations under this Agreement.

(b) Binding Obligation With No Conflict. This Agreement constitutes the legal and binding obligation of CS, and the entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which CS is or will be bound, or give rise to a cause of action for any violation thereof.

(c) Factual Statements. The factual statements and representations contained herein are true and correct to the best of CS's knowledge and belief.

9. Right to Audit. CS shall keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records, pertaining to all fees payable to Institution hereunder and such records and accounts shall be available for inspection and copying on CS's premises by prior arrangement annually during the term of this Agreement or within ninety (90) days thereafter, during reasonable business hours, by Institution or its agents. No original records may be removed from CS's premises, and Institution will not acquire title and/or any rights to use such to any information revealed as a result of the audit, except as reasonably necessary for Institution to enforce its rights under this Agreement. Institution's exercise in whole or in part at any time or times of the right to audit CS's records or accounts or the acceptance by Institution of any statement or remittance tendered by CS or on

behalf of CS shall be without prejudice to any other rights or remedies of Institution and shall not preclude Institution or CS thereafter from disputing the accuracy of any such statement or payment. Any statement not challenged within twelve (12) months of the date of the completion of an audit covering such statement shall be final and dispositive. All information obtained by Institution during said audit shall be held in the strictest confidence, and the audit will be conducted in such a way as to maximize the confidentiality of any information provided under applicable public records disclosure laws, subject to Institution's right to use such information to enforce its rights under this Agreement. In the event that any audit hereunder shows that CS has underpaid Institution, CS shall immediately tender to Institution such amounts as may be owed, including interest as calculated pursuant to Section 7(c) hereof. If any such audit shows that CS has underpaid Institution for the period covered by such audit in an amount greater than ten percent (10%) of the amount actually due, CS shall, in addition to paying the sums owed plus interest, also reimburse Institution for the costs of its audit.

10. ITFS Channel Equipment Lease. Institution shall lease from CS all equipment purchased and installed by CS pursuant to Paragraph 4 of this Agreement. The terms of the equipment lease are as follows:

(a) Equipment Rent. Institution shall pay to CS the total amount of One Dollar (\$1.00) per year for any use of the Leased Equipment, it being understood that Institution's provision of the Excess Capacity at the rates provided in this Agreement is consideration for CS's lease of equipment to Institution.

(b) Equipment Taxes. CS shall be required to pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution, and CS shall be entitled to claim depreciation and investment tax credits of such Equipment, to the extent applicable, for income tax purposes.

(c) Maintenance and Operating Costs. CS shall be required to bear all costs associated with maintaining and operating the Leased Equipment, provided that Institution shall bear all costs for replacing any equipment that is stolen, lost or damaged while in the care and custody of Institution through Institution's willful misconduct or gross negligence.

(d) Equipment Lease Term. The term of the equipment lease shall commence upon the execution of this Agreement and shall end upon the termination or expiration of this Agreement.

11. Control Over Programming. CS intends that only programming or other transmissions of a sort which would not serve to place Institution's reputation in the community in jeopardy will be transmitted on the ITFS Channels. In an attempt to minimize disputes, it is agreed that CS shall have the right to market the programming provided by the networks and services listed on *Exhibit C*. It will not, under any circumstances, transmit any material on the ITFS Channels that is rated "X" or "NC-17" by the Motion Picture Association of America (or its equivalent) or is indecent, obscene or otherwise unlawful as defined by the laws of the United

States or any State in which any signal from the ITFS Channels is receivable, that violates any FCC Rules or policies, or that violates or infringes on the rights of any person. CS also agrees to accommodate the Institution with respect to any programming that the Institution finds offensive by removing such programming from the ITFS Channels upon Institution's request. Moreover, if the programming content of any of the networks and services listed on Exhibit A materially changes, Institution shall have the right, upon fourteen (14) days notice, to deny CS the right to continue transmitting said network's programming on the ITFS Channels. If CS proposes to transmit the programming of any new programming service not listed on *Exhibit C*, then CS shall notify Institution in writing specifying in detail the nature of the new programming service and Institution shall have the right, upon written notice served upon CS within thirty (30) days after Institution's receipt of such notice from CS, to deny to CS the right to transmit such new programming service. If no such denial notice is received by CS within said thirty (30) day, CS shall, subject to the other provisions of this Section 11, be authorized to transmit all such programming services for which no denial notice is received. Unless FCC regulations subsequently permit, CS shall not retransmit the signal(s) of any class of station over the ITFS Channels without consent of the station(s) originating the signal(s) to be retransmitted.

12. Termination.

(a) Termination of FCC Authorization. This Agreement may be terminated by Institution or CS upon sixty (60) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Institution and/or CS is not authorized to operate or use the ITFS Channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 18 hereof is impractical or impossible. In the event the Agreement is terminated pursuant to the preceding sentence, there shall be a final accounting of moneys due and disposition of Leased Equipment in accordance with Paragraph 4(d) under this Agreement. There shall be no further liability of one party to the other once the audit is completed, the moneys are paid, and title to the Leased Equipment is transferred to the Institution.

(b) Termination by Reason of Material Breach. Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-defaulting party. Institution may take such measures as are immediately necessary to prevent any default by CS from jeopardizing Institution's compliance with its obligations as FCC licensee; any interference with its transmission or distribution of ITFS Programming to its receive sites, any civil liability to third parties, or any violation of any provision of law. In the event the material breach is caused by CS, CS agrees to relocate the Leased Equipment pursuant to FCC rules and regulations after purchase by the Institution to Institution's tower site as licensed on the date of execution of this Agreement. CS also guarantees the restoration of the Institution's ITFS Channels to full operational status, including the reorientation and/or retrofitting of all the Institution's receive

sites and the installation of the Leased Equipment and any other equipment necessary for

the Institution to become fully operational at the Institution's tower site if such relocation is sought by the Institution.

(c) Settling Disputes. If the Parties cannot agree upon the fair market value of the Leased Equipment or the amount or calculation of any fees due pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne by the unsuccessful party.

(d) Rights and Remedies to Continue. In the event of termination of this Agreement pursuant to Section 12(b) such termination shall not affect or diminish the rights or claims or remedies available in equity or at law, including under this Agreement, to the non-defaulting Party arising by reason of a material breach of this Agreement.

13. Assignment and Sublease.

(a) General Terms. This Agreement may not be assigned or by either party, nor may Excess Capacity on the ITFS Channels be subleased by CS, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, or withheld for consideration not otherwise due. However, either party may condition its consent to any such assignment or sublease on the assignee or sublessee assuming all of the duties and obligations of the assignor or sublessor. In the event of a sublease of Excess Capacity, CS shall not be relieved of any of its obligations under this Agreement, including obligations relating to the use of capacity on the ITFS Channels by the sublessee.

(b) Substitute Licensee. In the event Institution decides to discontinue ITFS operations on the ITFS Channels, Institution agrees to give CS advance written notice of at least sixty (60) days of its intention to surrender its authorization for the ITFS Channels, and, to the extent permitted by the FCC's rules and policies, to permit CS during that sixty (60) day period to arrange for a substitute licensee for the ITFS Channels. In such event, Institution agrees that, so long as CS pays all of Institution's costs and expenses thereof, it will cooperate in seeking FCC approval of the assignment of the license for the ITFS Channels to such substitute licensee and, if such approval is granted within six (6) months from the date of Institution's notice of intent to surrender, Institution will assign the license to the substitute licensee. However, nothing in this paragraph shall require CS actually to use the ITFS Channels for ITFS purposes beginning on the sixtieth (60th) day after Institution's notice of intent to surrender or to defer surrender of the license for the ITFS Channels in the event that a substitute licensee is not found or the FCC has not granted consent on a timely basis as provided herein.

14. Indemnification.

(a) Indemnification by CS. CS hereby agrees to indemnify Institution and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities,

including reasonable attorneys' fees, joint or several, of whatever kind or nature which Institution may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by CS over facilities licensed to Institution or any other activities of CS relating to or affecting Institution's facilities including without limitation injury to persons or death or property damage, provided that: Institution (i) gives CS prompt written notice of any claim or litigation to which this indemnification applies; and (ii) affords CS the opportunity to control the defense and the disposition (by compromise, settlement or other resolution) of any such claim or litigation.

(b) Indemnification by Institution. Institution hereby agrees to indemnify CS and to hold it harmless from and against any and all losses, claims, expenses, damages, fines or liabilities, including reasonable attorneys' fees, joint or several, of whatever kind or nature which CS may sustain or to which it may become subject arising out of or relating in any way to the transmission of programming or other material by Institution over facilities licensed to Institution or other activities of the Institution relating to or affecting CS's use of the ITFS Channels including without limitation injury to persons or death or property damage, provided that: CS (i) gives Institution prompt written notice of any claim or litigation to which this indemnification applies; and (ii) affords Institution the opportunity to control the defense and the disposition (by compromise, settlement or other resolution) of any such claim or litigation.

(c) Insurance Policies Required. CS shall maintain and pay all costs of insurance, in amounts judged adequate by industry standards, to cover CS's and Institution's obligations under this Agreement, including, without limitation: casualty insurance covering the Leased Equipment in an amount adequate to replace all damaged or destroyed facilities; comprehensive general public liability insurance covering liability resulting from CS's or Institution's operations hereunder, maintaining minimum limits of liability in an amount of no less than one million Dollars (\$1,000,000.00) for bodily injury, personal injury and death to any person or persons and not less than one hundred thousand Dollars (\$100,000.00) with respect to damage to property; media perils insurance covering liability for CS's programming in an amount not less than one million Dollars (\$1,000,000.00); and all workers' compensation, automobile liability and similar insurance required by law. Upon request, CS shall furnish Institution with suitable documents evidencing such current insurance policies. Institution shall maintain and pay all costs for Broadcaster's Liability Insurance for Institution's programming transmitted over the System. Upon request, Institution shall furnish CS with suitable documents evidencing such current insurance policies.

15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, including, but not limited to, the adoption of a Federal or State law or action of any Federal or State oversight agency, including the FCC, which prevents Institution or CS from performing under this Agreement, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to

accommodate the period of pendency of any such contingency which shall interfere with such performance.

16. Specific Performance. The parties acknowledge and agree that the rights reserved to CS and to Institution hereunder are necessarily of a special, unique, unusual, and extraordinary character, which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated for in damages or in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services, and undertakings required hereunder, including the obtaining and undertaking of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement; provided, however, that neither party shall be required to perform in a manner that would violate any FCC or other governmental law, rule, or policy. Neither this provision nor any exercise by CS or Institution of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

17. Notice. Any notice to be given under any provision of this Agreement shall be by certified mail as follows:

From CS to Institution:
Dr. Allan Watson, President
Alliance for Higher Education
17103 Preston Road, Suite 250
Dallas, Texas 75248

with a copy (which shall not constitute notice) to:
Todd D. Gray, Esq.
Dow Lohnes & Albertson, P.L.L.C.
1200 New Hampshire Avenue, NW, Suite 800
Washington, DC 20036-6802

From Institution to CS:
Thomas W. Dixon, Senior VP
CS Wireless Systems, Inc.
200 Chisholm Place, Suite 202
Plano, Texas 75075

with a copy (which shall not constitute notice) to:
Gerald Stevens-Kittner, Esq.
CS Wireless Systems, Inc.

2101 Wilson Boulevard, Suite 100
Arlington, Virginia 22201

18. Severability. Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies applicable to and inconsistent with this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

19. Taxes and Other Assessments and Fees. CS shall pay all taxes and other charges assessed against the Leased Equipment, without cost to or reimbursement by Institution. CS shall also pay all other taxes, assessments and fees due from CS or Institution as a result of the use of Excess Capacity on the ITFS Channels by CS and its provision of services over the ITFS Channels, including but not limited to any required contributions of Institution to the Universal Service Fund under the Telecommunications Act of 1996 and the FCC's rules and policies.

20. Costs and Expenses.

(a) Legal and Consultant Fees Related to ITFS Channels. Not later than thirty (30) days after receipt of any invoice from Institution, CS shall pay Institution an amount equal to all reasonable legal and consulting engineering expenses of Institution in connection with efforts by Institution to obtain, renew, and continue in force the authorizations for the ITFS Channels. The parties agree that Institution shall be permitted at its reasonable discretion, with advance written approval of CS, to utilize its own counsel for all FCC filings. Institution maintains the right at its expense, to seek legal or engineering counsel for advice concerning other matters relating to the effectuation of this Agreement.

(b) Legal Fee Reimbursement for Negotiation Agreement. Upon execution of this Agreement, CS shall reimburse legal fees incurred by Institution for negotiation of this Agreement, up to three thousand seven hundred fifty dollars (\$3,750.00) within thirty (30) days of receipt of invoice from Institution.

(c) Signing Bonus. At execution, CS shall pay the Institution a signing bonus of

21. Venue and Interpretation. Venue for any cause of action or arbitration by or between Institution and CS shall be Dallas, Texas and all provisions of this Agreement shall be construed under the laws of Texas applicable to transactions conducted entirely within that State, except where federal communications law applies.

22. Termination and Release of Previous Agreement. AHE and CS hereby terminate the "Fort Worth ITFS Airtime Royalty Agreement" dated February 16, 1994 (the "Old Agreement"), as and to the extent that the Old Agreement applies or relates to the G Group ITFS Channels at Fort Worth. Neither party shall have any further obligation or liability to the other

under or with respect to the Old Agreement, except for the continuing obligation to defend and indemnify the other party under Section 13 thereof for claims made against the other party arising out of actions of or inaction by the defending and indemnifying party prior to the date of termination. Except with respect to such continuing obligation to defend and indemnify, AHE and CS each hereby completely, irrevocably and unconditionally releases, waives, and forever discharges the other from any and all rights, obligations, claims and liabilities, of any kind or type, in law or equity, arising out of the Old Agreement.

23. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral or written provisions of any kind relating to the use of the ITFS Channels for non-ITFS purposes. The parties agree that this Agreement may only be modified by written amendment signed by both parties.

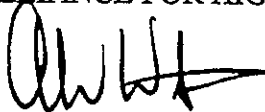
24. Dealings with Third Parties. Neither party is, and neither party shall hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any contractually binding representations on behalf of the other party. Without limiting the foregoing, in no event shall CS be identified as the licensee of the ITFS Channels or shall Institution be held out as the programmer of the CS Capacity. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between the parties.

25. Headings. The paragraph headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the pages.

26. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.

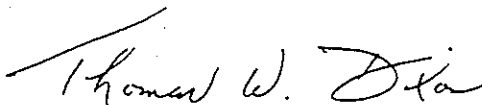
IN WITNESS WHEREOF, the parties have executed this Agreement this 30th day of April, 1998.

ALLIANCE FOR HIGHER EDUCATION



Allan Watson, Ph.D.
President

CS WIRELESS SYSTEMS, INC.



Thomas W. Dixon
Senior Vice President

Fort Worth, TX

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Licensed to Nextel

Fort Worth, TX

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